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CONTRACT WITH

CHICAGO BRIDGE & IRON CO.

PROPOSAL

CONTRACT DOCUMENTS AND CONSTRUCTION SPECIFICATIONS

FOR CONSTRUCTING

WATER WORKS IMPROVEMENTS

400,000 GALLON STEEL GROUND STORAGE RESERVOIR

FOR

THE CITY OF ATHENS, GEORGIA

Upshaw C. Bentley, Jr., Mayor

City Council

W. Calvin Bridges	Jerry F. Nickolson
Robert H. Carson	Hugh R. Hale
Dwain P. Chambers	Lewis Shropshire, Jr.
Bryan C. Craft	John E. Taylor
George M. Hester	Edward L. Turner

William T. Cook - Administrative Assistant

H. L. Pittard - City Engineer

Denny C. Galis - City Attorney

WIEDEMAN AND SINGLETON
ENGINEERS
ATLANTA, GEORGIA

February, 1978

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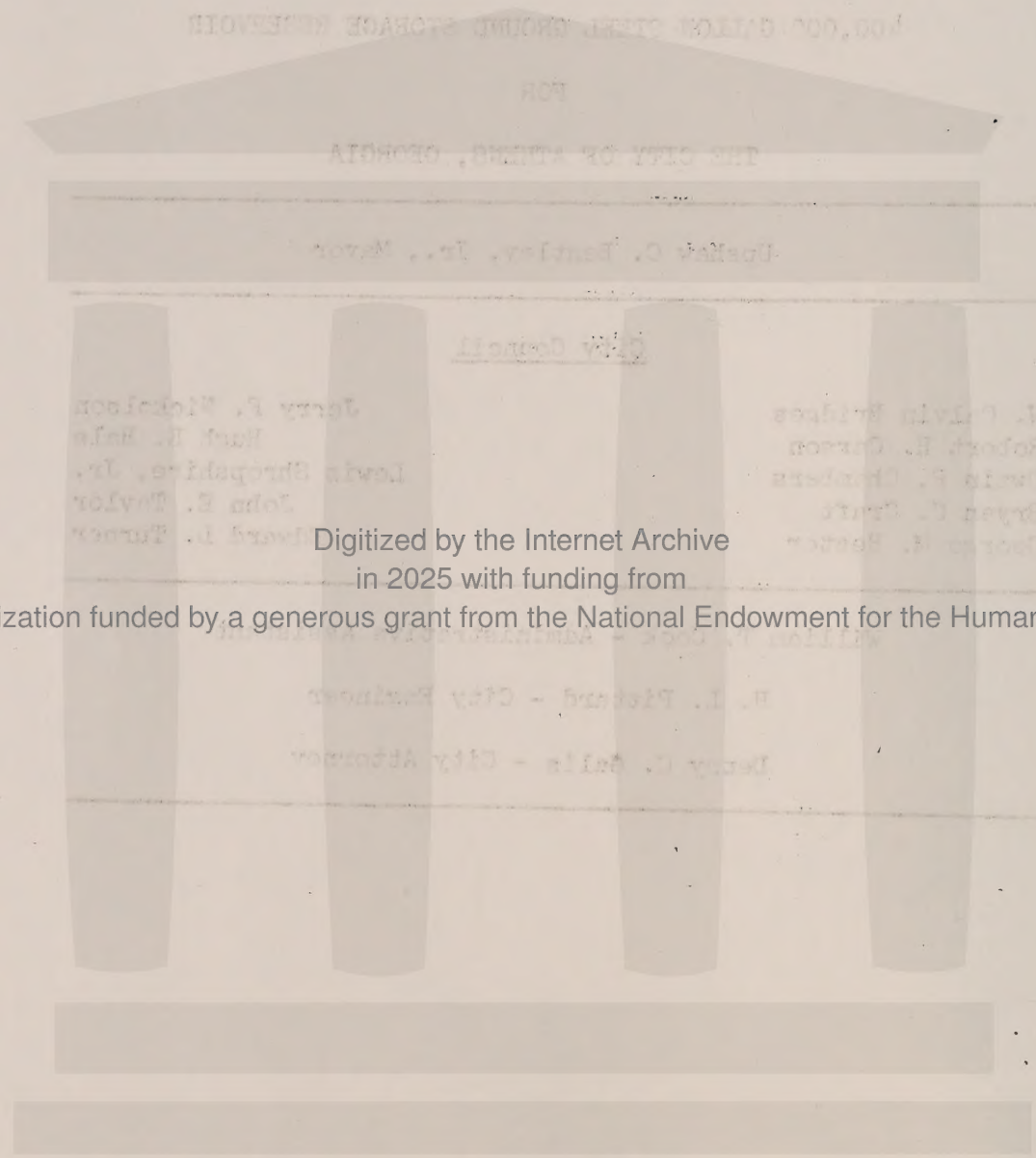

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ADVERTISEMENT FOR BIDS

FOR

CONSTRUCTING WATER WORKS IMPROVEMENTS

FOR THE

CITY OF ATHENS, GEORGIA

Sealed Proposals will be received for constructing Water Works Improvements for the City of Athens, Georgia, at the City Hall, Athens, Georgia, until 2:00 P.M., local time, _____, at which time and place they will be publicly opened and read. No bid may be withdrawn after the scheduled closing for receipt of bids for at least ninety (90) days.

Work to be Done: The work to be done consists of constructing a 400,000 gallon steel water reservoir, complete with appurtenant work. Reservoir foundations will be constructed by others.

Bonds: All Proposals must be accompanied by a certified check or bid bond in the amount of at least (10%) per cent of the amount bid, such check or bid bond representing a guarantee that the successful bidder, if awarded the contract, will promptly enter into a contract and furnish performance and payment bonds as required by law and as approved by the attorney for the City of Athens, Georgia, the performance bond and payment bond each to be equal to one hundred (100%) per cent of the contract amount.

Plans, Specifications and Contract Documents: Plans, Specifications and Contract Documents are open to inspection at the City Hall, Athens, Georgia, or may be obtained from Wiedeman and Singleton, Engineers, 1789 Peachtree St., N.E., Atlanta, Georgia 30309, upon deposit of fifty ($50.00) dollars. Upon return of plans, specifications and contract documents in good condition within thirty (30) days after the date of receiving bids twenty five ($25.00) dollars will be refunded for each set of documents so returned.

The right is reserved to accept or reject any and all bids and to waive informalities.

CITY OF ATHENS, GEORGIA

By: Upshaw C. Bentley, Jr.
Mayor

WIEDEMAN AND SINGLETON
ENGINEERS
ATLANTA, GEORGIA

February, 1978

INSTRUCTIONS TO BIDDERS
AND
SPECIAL PROVISIONS

1. Intention: It is intended that the Instructions to Bidders and Special Provisions, General Conditions, Detailed Specifications, and contract Drawings shall provide for the complete work to which they relate.

2. Definitions: Where the following words or pronouns used in their stead occur herein, they shall have the following meaning:

"OWNER" shall mean the City of Athens, Georgia, party of the second part, to the following agreement, or their duly authorized and legal representative.

"ENGINEER" shall mean Wiedeman and Singleton, Engineers, of Atlanta, Georgia, acting for the Owner or their duly authorized representatives.

"CONTRACTOR" shall mean the party of the first part to the following agreement, or the legal authorized representatives of such party.

3. Work to be Done. The work to be done consists of furnishing all materials and equipment and performing all labor necessary for constructing Water Works Improvements as set forth in the Proposal Form, as shown on the Drawings, and as specified.

4. Site Examination. The Bidder is expected and requested to examine the location of the work and to inform himself fully as to the structural and mechanical conditions; the conformation of the ground; the character, quality and quantity of the materials to be encountered; the character of equipment and facilities needed preliminary to and during the prosecution of the work; the general and local conditions and all other matters which can in any way affect the work to be done under the contract.

5. Drawings. The character and location of the work, together with the essential details, are shown upon a sketch bound into back of book entitled:

City of Athens, Georgia
Water Works Improvements
February, 1978

The Drawings and the Specifications shall form a part of the Contract for the work. The approved plans will be supplemented by such working drawings as are necessary. All authorized alterations affecting the requirements and information given on the approved plans shall be in writing.

6. Working Drawings: Working drawings shall consist of such detail drawings as may be required for prosecution of the work, but not included in the Contract drawings. All necessary working drawings for construction of the steel roofs shall be furnished by the Contractor. Working drawings shall include shop details, size and thickness of plates and principal members, and all other such working drawings as may be required by the Specifications, and as necessary for successful completion of the work. Approval by the Engineer must be obtained before any work involving these drawings may be performed.

(a) Check by Contractor: The Contractor shall check all shop drawings and working drawings for accuracy of dimensions and details, and for conformance with Contract Drawings and Specifications, before submitting such drawings to the Engineer for approval. The Contractor shall indicate that shop and working drawings have been checked by an appropriate stamp or notation on the face of the drawings.

(b) Responsibility for Accuracy: Approval by the Engineer of the Contractor's working drawings does not relieve the Contractor for accuracy of dimensions and details. The Contractor shall be responsible for agreement and conformity of the working drawings with the Contract Drawings and Specifications.

(c) Payment: The Contract price shall include the cost of furnishing all working drawings, and the Contractor shall be allowed no extra compensation for furnishing such working drawings.

7. Cooperation of Contractor: The Contractor will be supplied with five (5) copies of the Plans and Specifications. The Contractor shall have available on the work, at all times, one (1) copy of each of said Plans and Specifications. He shall give the work the constant attention necessary to facilitate progress thereof and shall cooperate with Engineer and other contractors in every way possible. Contractor shall at all times have a Superintendent, satisfactory to the Engineer, capable of acting as his agent on the work, who shall receive instructions, from the Engineer or his authorized representatives. The Superintendent shall have full authority to execute the orders or directions of the Engineer without delay and to promptly supply such materials, tools, equipment and labor as may be required.

8. Order of Work: The Contractor shall schedule work that requires facilities to be removed from service to fit water system operations. Such work may require overtime or weekend work. The Contractor shall coordinate all construction operations with Water Works personnel and shall develop acceptable schedules. The Contractor will be required to conduct all work in such a manner as will least interfere with operations of traffic and existing facilities. All construction operations which have the effect of restricting the operation of existing water producing facilities shall be subject to the prior approval of the Owner as to time and manner in which the work is to be done.

9. Proposals: All Proposals must be made on the Proposal forms included herein and shall be for materials and work shown on the Drawings and/or specified. Proposal forms shall not be detached from these Specifications. Proposals are to be enclosed in a sealed envelope addressed to the Mayor and Council of the City of Athens, Georgia, and shall be labeled "Proposal: Water Works Improvements, Athens, Georgia".

If forwarded by mail, the sealed envelope containing the Proposal must be enclosed in another envelope addressed as specified.

(a) Unit Price Items: The itemized quantities given in the Proposal as unit price work shall be considered by the Contractor as the quantities required to complete the work. Should the actual quantities required in the construction of the work be greater than or less than the quantities shown in the items, an amount euqal to the difference in quantities at the unit prices bid for the items will be added to or deducted from the total contract amount.

(b) Lump Sum Prices: Where itemized prices are not given in the Proposal, the work shown on the Drawings or specified shall be considered by the Contractor to be sufficient for completion of his contract for the lump sum prices bid. Should the actual quantities required for construction be greater than or less than the work shown on the Drawings, or specified, an amount equal to the difference in quantities at the unit prices bid for authorized changes in work will be added to or deducted from the Contract price, as described in Paragraph 10, below.

(c) Total Amount Bid: The correct total amount bid is defined as the correct sum total of amounts bid for the items in the Proposal. The correct amount bid for each unit price item is defined as the correct product of the quantity listed in the Proposal for the item, multiplied by the unit price bid.

10. Extra Work Items in Proposal: The Proposal contains certain unit price items entitled "Extra Work if Ordered by Engineer". In each such item the estimated quantity is based upon the average amount of extra work encountered in a typical job. The stated quantities are not guaranteed, but are included in the Proposal in order to determine in advance of construction the actual low bidder No work included in such items will be authorized for payment without advance authorization by the Engineer.

11. Time of Completion and Liquidated Damages: The time allowed for completion of all work to be done under this contract shall be computed from the date specified in the notification of the Engineer to proceed with the work and shall be as stated in the Proposal and Construction Agreement. Time is of the essence of this Contract, and the Contractor shall pay to the Owner, not as a penalty, but as liquidated damages, the sum of one hundred dollars ($100.00) for each calendar day that he shall be in default of completing all the work within the time limit named herein. Such notification will be issued upon completion of the Contract Agreement, and in accordance with approved construction schedule, arranged to be within the Contract time for completion.

12. Bid Security: Each Proposal must be accompanied by a certified check or by a bid bond for an amount equal to at least 10% of the amount of the bid, to guarantee that the successful bidder will, within ten (10) days from the date of the notice of award of Contract, enter into a Contract with the Owner, and execute the said Owner a Performance Bond and Payment Bond, the said Contract and bonds to be in the form set forth in the Contract, Bond and Specifications referred to in said Advertisement for Bids. If for any reason whatever, the Bidder withdraws from the competition after opening the bids, or refuses to execute the required Contract, Performance and Payment Bond, if his Bid is accepted, the Owner may retain the amount of the certified check, or proceed on the Bid Bond. The Surety on the Contract Performance Bond and the Payment Bond shall be a surety company authorized to do business in the State of Georgia, Clarke County. Said bond and surety shall be subject to approval by the Attorney for the Owner, and shall be signed by an agent of the surety who is a resident of Clarke County.

13. Insurance Coverage: The Bidder's attention is directed to the fact that the Contractor will be required to secure insurance of the type, and of the amounts, described in the General Conditions.

14. Bids Opened in Public: Bidders are requested to be present at the opening of Proposals, which will be in public.

15. Telegraphic Modification: Any bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Owner prior to the closing time, and provided, further, the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the addition or subtraction or other modification so that final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification.

16. Right to Reject Bids: The Owner reserves the right to reject any or all bids and to waive informalities. No bids will be received after the time set for opening Proposals. Any unauthorized conditions, limitations or provisos attached to the Proposal, except as provided herein, will render it informal and may cause its rejection. Unbalanced bids will be subject to rejection. Any bidder may withdraw his bid, either personally or by telegraphic or written request, at any time prior to the scheduled closing time for receipt of bids.

17. Determination of Low Bid: The Contract will be awarded, if it is awarded, to the lowest responsible bidder or bidders. The Owner will decide which is the lowest responsible bidder, and in determining such bidder, the following elements are to be considered: whether the bidder involved (a) maintains a permanent place of business; (b) has adequate plant equipment to do the work properly and expeditiously; (c) has a suitable financial status to meet obligations incident to the work; and (d) has appropriate technical experience on similar type of work and scope.

18. Return of Bid Security: The Owner will, within ten (10) days following the opening of bids, return the certified check or bid bond of all bidders, except the checks or bonds posted by the three lowest bidders, and upon the final award and execution of Contract the remaining checks and bonds will be promptly returned.

19. Interpretation of Plans and Specifications: If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the Plans, Specifications, or other proposed Contract Documents, or as to the scope of any part of the work, he shall submit to the Engineer a written request for an interpretation thereof. The person submitting the request will be responsible for its proper delivery in ample time for an interpretation to be issued not later than three (3) days prior to the letting date. Any interpretation of the proposed documents will be made only by Addendum duly issued and a copy of such Addendum will be mailed or delivered to each person receiving a set of such documents. The Engineer will not be responsible for any other interpretations of the proposed documents.

20. Complete Work Required: The Specifications, the Plans and all Supplementary Documents are essential parts of the Contract, and requirements occurring in one are as binding as though occurring in all. They are intended to be cooperative, to describe and provide for a complete work. In case of discrepancy in the Plans, figured dimensions shall govern. In case of omissions from the Specifications, as to items of equipment and materials or quantities therefor, the Plans shall govern. It shall be the responsibility of the Bidder to call to the attention of the Engineer obvious omissions of such magnitude as to affect the strength, adequacy, function, completeness, or cost of any part of the work

in ample time for amendment by Addendum prior to letting date.

21. Construction Stakes: Subsidiary lines and grades shall be laid out by the Contractor from the controlling lines and bench marks furnished by the Engineer or from measurements shown on the Drawings. All lines and grades shall be subject to checking by the Engineer, but this checking shall in no wise relieve the Contractor from responsibility for their correctness.

The Contractor shall provide such stakes, materials, and such labor and assistance as the Engineer may require in laying out work, establishing bench marks and checking and measuring the work.

22. Authority and Duties of Inspector: Inspectors shall be authorized to inspect all work done and all materials furnished, including preparation, fabrication and manufacture of the materials to be used. The Inspector shall not be authorized to alter or waive any requirements of the Specifications. He shall call the attention of the Contractor to any failure of the work or materials to conform to the Specifications and Contract. He may reject materials or suspend the work until any questions at issue can be referred to and decided by the Engineer.

The presence of the Inspector shall in no wise lessen the responsibility of the Contractor.

23. Inspection: The Contractor shall furnish the Engineer with every reasonable facility for ascertaining whether or not the work performed and materials used are in accordance with the requirements and intent of the Specifications and Contract. No work shall be done or materials used without suitable supervision or inspection by the Engineer or his representative. Failure to reject any defective work or materials shall not in any way prevent later rejection when such defect is discovered, or obligate the Owner to final acceptance.

24. Defective Work and Material: The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill the Contract and defective work shall be made good, notwithstanding that such work and materials have been previously inspected by the Engineer and accepted or estimated for payment. The failure of the Engineer to condemn improper materials or workmanship shall not be considered as a waiver of any defect which may be discovered later, or as preventing the Owner at any time subsequently from recovering damages for work actually defective. All work shall be guaranteed against defects in workmanship or material for a period of one year from the date of final acceptance.

25. Rejection of Work and Materials: All materials furnished and work done when not in accordance with the Specifications and Contract, will be rejected and shall immediately be removed and other work done and materials furnished in accordance therewith. If the Contractor fails to remove the work and materials as above ordered, within forty-eight hours, then the Engineer shall have the right and authority to stop the Contractor and his work at once and to supply men and material at the cost and expense of the Contractor to remove said work and materials.

26. Corrections: Should any portions of the Plans and Specifications be obscure or in dispute, they shall be referred to the Engineer and he shall decide as to the true meaning and intent. He shall also have the right to correct any errors or omissions at any time when such corrections are necessary for the proper fulfillment of said Plans and Specifications.

27. Disagreement: Should any disagreement or difference arise as to the estimate, quantities or classifications, or as to the meaning of the Drawings or Specifications, or any point concerning the character, acceptability, and nature of the several kinds of work, any materials and construction thereof, the decision of the Engineer shall be final and conclusive and binding upon all parties to the Contract.

28. Weather: During unseasonable weather, all work must stop when the Engineer so directs and all work must be suitably protected.

29. Right-of-Way: The necessary land for the construction of the work will be furnished by the Owner. All operations shall be confined to the assigned area. The Owner will provide no right-of-way over other property. The Contractor shall take every possible precaution to inconvenience as little as possible the owners or tenants of adjacent property. Public highways shall not be obstructed in such a way as to cut off traffic. The Contractor shall, at his own expense, repair any damage or injury to either public or private property during the progress of the work.

The Contractor shall confine all construction activities within rights-of-way obtained by the Owner. In roadways and streets, existing right-of-way limits shall be observed. Wholesale cutting of trees will not be permitted. The Contractor shall preserve as many trees as possible.

30. Competent Labor: The Contractor shall employ only competent and skilled men on the work. The Contractor shall have a competent Superintendent or Foreman present at all times when the work is in progress with authority to receive orders and execute the work.

The Contractor shall, upon demand from the Engineer, immediately remove any Superintendent, Foreman or workman whom the Engineer may consider incompetent or undesirable.

31. Contractor's Availability: The Contractor shall have a responsible representative on call at all times. The Contractor will also maintain a crew with necessary tools and equipment available on call after normal working hours, on weekends during inclement weather and other times when work is not in progress to perform any necessary emergency repair work which may occur as a result of the work under this Contract.

32. Laws and Regulations: The Contractor shall keep himself fully informed of all laws, ordinances and regulations of State, City and County in any manner affecting those engaged or employed in the work, or the materials used in the work, or in any way affecting the conduct of the work, and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in this Contract, or in the Drawings or Specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, he shall forthwith report the same in writing to the Owner. He shall at all times, himself observe and comply with such existing and future laws, ordinances and regulations, and shall protect and indemnify the Owner and its agents against any claims or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself or by his employees.

33. Protective Work: The Contractor shall furnish and install all necessary temporary works for the protection of the work, including barricades, warning signs, and lights at night.

34. Safety Regulations: The performance of the work under this Contract shall comply with safety regulations prescribed by the Owner. Each bidder shall satisfy himself as to the character and extent of such regulations.

35. Sanitary Regulations: Necessary sanitary conveniences for the use of the laborers on the work shall be erected and maintained by the Contractor, in such a manner and at such points as shall be approved by the Engineer. Their use shall be strictly enforced.

36. Shanties: Should the Contractor so desire, he may build shanties or other structures for housing tools, machinery and supplies, but they will be permitted only at approved places, and their surroundings shall be maintained at all times in a sanitary and satisfactory manner. On or before the completion of the work, all such structures shall be removed, together with all rubbish and trash, at the expense of the Contractor.

37. Access Roads: Streets, roads, and drives used by the Contractor for access to and from the site of his work shall be protected from damage in excess of that caused by the normal traffic or vehicles used, or in connection with construction work. Any such damage done shall be repaired immediately and left in good condition at the end of the construction period.

38. Water Supply: The Owner will provide water to the Contractor. The Owner will furnish all water necessary for testing operations. All connections and other means of conducting water must be provided by the Contractor.

39. Power of Attorney: Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

40. Georgia State Sales Tax: Bidders shall include in amounts bid in the Proposal an allowance for payment of State Sales Tax on all taxable materials specified to be furnished by the Contractor and incorporated into the work under this Contract.

41. Cleaning Up: Before the work is considered complete, all rubbish and unused material due to, or connected with, the construction shall be removed and the premises left in a condition satisfactory to the Owner. Streets, curbs, crosswalks, pavements, sidewalks, fences, and other public and private property disturbed or damaged shall be restored to their former condition; final payment will be withheld until such work is finished.

42. Non-Discrimination in Employment: Contracts for this work will obligate the Contractor and his subcontractors not to discriminate in employment practices. The Contractor and his subcontractors will be required to comply with the President's Executive Orders No. 11246 and No. 11375. Bidders must, if requested, submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive the award of the Contract.

43. Labor Requirements: See Labor Standards Form in these documents. Preference in employment on this Project will, insofar as practicable, be given to qualified local labor.

44. Non-Segregation Facilities Requirements: Bidders must certify that they do not and will not maintain or provide for their employees any facilities that are segregated on a basis of race, color, creed or national origin.

P R O P O S A L

TO THE CITY OF ATHENS

CLARKE COUNTY, GEORGIA

Submitted: March 23, 1978

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Proposal or in the contract to be entered into; that this Proposal is made without connection with any other person, company or parties making a bid or Proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the Specifications for the work and contractual documents relative thereto, and has read all Special Provisions and General Conditions furnished prior to the opening of bids; that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees, if this Proposal is accepted, to contract with the City of Athens, Georgia, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary and to complete the construction of the work in full and complete accordance with the shown, noted, described, and reasonably intended requirements of the Specifications and Contract Documents to the full and entire satisfaction of the City of Athens, Georgia, with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents, for the following prices:

Item 1: Constructing Steel Water Reservoir: For furnishing, fabricating and erecting a steel water reservoir of 400,000 gallons capacity as specified, on foundations to be constructed by others, complete; including painting, interior and exterior coatings and all other work and appurtenances, complete, as specified herein, the amount of

SEVENTY-EIGHT THOUSAND, TWO HUNDRED AND NO/100 - - - - - -

Dollars ($ 78,200.00)

The Bidder agrees hereby to commence work under this contract, with adequate force and equipment, on a date to be specified in a written order of the Engineer and to fully complete all work under this contract within 180 consecutive calendar days after such written order beginning after completion of foundations by others.

The undersigned further agrees that, in case of failure on his part to execute the said contract and bonds within ten (10) consecutive calendar days after written notice being given of the award of the contract, the check or bid bond accompanying this bid, and the monies payable thereon, shall be paid into the funds of the City of Athens, Georgia, as liquidated damages for such failure, otherwise, the check or bid bond accompanying this Proposal shall be returned to the undersigned.

Attached hereto is a certified check on the - - -

- - - - - Bank of - - -

or a bid bond by the FEDERAL INSURANCE CO.

in the amount of TEN PER CENT OF THE AMOUNT BID

Dollars ($ - 10% -)

made payable to The City of Athens, Georgia, in accordance with the conditions of the Advertisement and provisions herein.

Received Addendum No. (Nos.): 1

Submitted: CHICAGO BRIDGE & IRON CO. L.S.

By: /s/ Nelson J. Acosta L.S.

Title: Contracting Engineer

(NOTE: If the bidder is a corporation, the Proposal shall be signed by an officer of the corporation; if a partnership, it shall be signed by a partner. If signed by others, authority for signature shall be attached.)

BIDDERS ADDRESS: 3400 Peachtree Road, N. E.

Atlanta, Georgia 30326

TELEPHONE NO. (404) 261-1194

The full names and residences of persons and firms interested in the foregoing bid, as principals, are as follows:

Chicago Bridge & Iron Co.

3400 Peachtree Road, N. E.

Atlanta, Georgia 30326

CONTRACT AGREEMENT

This Agreement made and entered into on the ___ day of _____, 19__, by and between The City of Athens, Georgia, party of the first part, (hereinafter known as the "Owner"), and the CHICAGO BRIDGE & IRON CO. _____, party of the second part, (hereinafter known as the "Contractor").

WITNESSETH:

That the Contractor, for the consideration hereinafter fully set out, hereby agrees with the Owner as follows:

1. That the Contractor will furnish all equipment, tools, materials, skill and labor of every description, necessary to carry out and to complete in a good, firm, substantial and workmanlike manner, the work specified for construction of a 400,000 gallon steel reservoir, complete, which Specifications, together with the foregoing Proposal made by the Contractor, and the Advertisement for Bids, Instructions to Bidders and Special Provisions, General Conditions, this Agreement and Bonds shall form essential parts of this Agreement, as if fully contained herein. The work covered by this Agreement includes all work specified.

2. That the Contractor shall commence the work to be performed under this Agreement on a date to be specified in a written order of the Owner's Engineer and shall fully complete all work hereunder within 180 consecutive calendar days from said date, except as otherwise provided in these documents for extension of the above time limit. Time is of the essence of this contract, and the Contractor shall pay to the Owner, not as a penalty, but as liquidated damages, the sum of fifty ($50.00) dollars for each calendar day that he shall be in default of completing the work within the time limit named herein. Because of the difficulty in fixing damages suffered by the Owner on account of such default, damages are herein agreed upon as stated.

3. The Owner hereby agrees to pay to the Contractor for the faithful performance of this Agreement, and as full compensation for everything furnished and done by the Contractor under this contract, subject to additions and deductions as provided in the Specifications or Proposal, in lawful money of the United States, the sum of SEVENTY-EIGHT THOUSAND, TWO HUNDRED AND NO/100 - - - - - - - - - - - - - - - Dollars ($78,200.00) which sum shall also pay for all loss or damages arising out of the nature of the work aforesaid, or from the action of the elements, or from unforseen obstructions or difficulties encountered in the prosecution of the work, and for all expenses incurred by, or in consequence of the work, its suspension or discontinuance, and for well and faithfully completing the work and the whole thereof, as herein provided, and for replacing defective work, material or equipment for a period of one year after completion.

4. Upon delivery of all materials at the site of the work for the reservoir, the Owner shall make partial payment to the Contractor which shall be equal to sixty (60%) per cent of the contract amount.

5. Upon completion of erection and satisfactory testing of the reservoir, the Owner shall make a partial payment to the Contractor which shall be equal to thirty (30%) per cent of the contract amount.

6. Upon completion of painting and all other work, upon certification by the Engineer that all work is complete and in accordance with the Specifications, and upon submission by the Contractor of evidence satisfactory to the Owner that all payrolls, material bills and other cost incurred by the Contractor in connection with the construction of the work have been paid in full, final payment on account of this Agreement shall then be made within thirty (30) days after the completion by the Contractor of all work covered by this Agreement and the acceptance of such work by the Owner.

7. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the surety bond hereto attached for its faithful performance, the Owner shall deem the surety or sureties upon such bond to be unsatisfactory, of if, for any reason, such bond ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the Owner so to do, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the Owner. In such event, no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the work shall be furnished in a manner and form satisfactory to the Owner.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written in five (5) counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract.

(SEAL)

ATTEST (As to Owner)

By: A C Fowler

Title: CITY CLERK

THE CITY OF ATHENS, GEORGIA

By: Upton Beatty Jr.

Title: Mayor

(As to Contractor)

Signed and sealed in the presence of: SEE ATTACHED POWER-OF-ATTORNEY

1. Quintin W. Green

2. Nelson Prewitt

CONTRACTOR:

CHICAGO BRIDGE & IRON COMPANY

By: Nelson J. Prewitt

Title: CONTRACTING ENGINEER

APPROVED AS TO FORM BEFORE EXECUTION

By: _____

Attorney for
The City of Athens, Georgia

PERFORMANCE BOND

CLARKE COUNTY)
) ss:
STATE OF GEORGIA)

KNOW ALL MEN BY THESE PRESENTS, that we, CHICAGO BRIDGE & IRON CO., hereinafter known as the "Contractor", as principal, and FEDERAL INSURANCE CO., as surety, are held and firmly bound unto the City of Athens, Georgia, hereinafter known as the "Owner", in the penal sum of SEVENTY-EIGHT THOUSAND, TWO HUNDRED AND NO/100 - - -

and provide the materials therein called for, and replace defective work or material for a period of one year after the completion of this contract, then this obligation shall be null and void; otherwise, they, CHICAGO BRIDGE & IRON CO., as Contractor, and FEDERAL INSURANCE CO., as Surety, jointly and severally agree to pay the Owner the difference between the sum to which the said CHICAGO BRIDGE & IRON CO., as Contractor, would be entitled in the completion of the Contract, and that which the Owner may be obliged to pay for the completion of the work by Contract, or otherwise, and agree to pay any damage, direct or indirect or consequential, which said Owner may sustain on account of such work or on account of the failure of said Contractor, properly and in all things to keep and execute the provisions of the Contract.

And the said CHICAGO BRIDGE & IRON CO., as Contractor, and FEDERAL INSURANCE CO., as Surety, hereby further bind themselves, their successors, assigns, heirs, executors and administrators, jointly and severally, that they will indemnify and save harmless and will pay all amounts, damages, costs and judgments which may be recovered against, and all expenses incurred by, the Owner and all representatives of said Owner from or arising out of all or any suits, actions, or claims of any character brought on account of any injuries or damages sustained by any persons or property in consequence of any neglect in safeguarding the work, or any such suit or claim arising from any other act, omission, negligence or misconduct of the Contractor, his agents, representatives, servants, and employees in the performance of said work or of the repair or maintenance thereof, or the manner of doing the same, or the neglect of said Contractor, or agents or servants, or the improper performance of the said work by the Contractor or agents or servants, or the infringement of any patent rights by reason of the use of any equipment or materials furnished under the said Contract, and will also pay any damages for delay in performance within the time agreed, as stated in the Contract; further, failure so to do with such persons, firms, partnerships or corporation shall give them a direct right of action against the principal and surety under this obligation.

As the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder, or the Specifications accompanying the same, shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work, or to the Specifications.

Without limiting the effect of any other provisions herein contained, this Bond is to be construed as a statutory bond under the provisions of Section 23-1705 of the 1933 Code of Georgia as amended to date.

IN WITNESS WHEREOF, the said CHICAGO BRIDGE & IRON CO. has caused ITS corporate seal to be hereto affixed, and these presents to be signed in its name by NELSON J. ACOSTA, and the said FEDERAL INSURANCE CO., as surety, has caused ITS corporate seal to be hereto affixed and these presents to be signed in its name by THOMAS F. BOYER, ATTORNEY-IN-FACT, ALEXANDER & ALEXANDER, 3565 PIEDMONT ROAD, N. E., ATLANTA, GEORGIA 30305.

(As to Contractor)

*CONTRACTOR (SEAL)

Signed, sealed and delivered in the presence of:

Quintin W. Kneen

Nelson Quintero

CHICAGO BRIDGE & IRON COMPANY

By: Nelson J. Acosta L.S.

Title: CONTRACTING ENGINEER

ATTEST: SEE ATTACHED POWER-OF-ATTORNEY

Secretary

(As to Surety)

Signed, sealed and delivered in the presence of:

Augusta Barrett

Atlanta, Ga.

Heath Nicholson Jr

SURETY: Federal Insurance Company (SEAL)

BY.....

Attorney-in-Fact

By: Thomas F. Boyer

Attorney in Fact

APPROVED AS TO FORM:

By: [signature]

Attorney for the City of Athens, Georgia

COUNTERSIGNED:

By: Lee Pierson

Resident Agent Athens, Ga.

(Resident of Clarke County)

*(NOTE: If the Principal is a corporation, the bond shall be signed by the President or a Vice-President, attested by the Secretary and the corporate seal affixed. If the Principal is a partnership, the bond shall be signed in the partnership name by one of the partners, with indication that he is a general partner.)

approved J C Fowler

Certified Copy of

POWER OF ATTORNEY

Know all Men by these Presents, That the FEDERAL INSURANCE COMPANY, 100 William Street, New York, New York, a New Jersey Corporation, has constituted and appointed, and does hereby constitute and appoint

Fred W. Woodward, Jr., R. L. Bishop
Thomas F. Boyer, James A. McCormick,
Dixie D. Wiggins,
of
Atlanta, Georgia

each its true and lawful Attorney-in-Fact to execute under such designation in its name and to affix its corporate seal to and deliver for and on its behalf as surety thereon or otherwise, bonds of any of the following classes, to-wit:

1. Bonds and Undertakings (other than Fiduciary Bonds) filed in any suit, matter or proceeding in any Court, or filed with any Sheriff or Magistrate, for the doing or not doing of anything specified in such Bond or Undertaking, in which the penalty of the bond or undertaking does not exceed the sum of One Hundred Thousand Dollars ($100,000.00).
2. Surety Bonds to the United States of America or any agency thereof, including those required or permitted under the laws or regulations relating to Customs or Internal Revenue; License and Permit Bonds or other indemnity bonds under the laws, ordinances or regulations of any State, City, Town, Village, Board or other body or organization, public or private; bonds to Transportation Companies, Lost Instrument bonds, Lease bonds, Workmen's Compensation bonds, Miscellaneous Surety bonds and bonds on behalf of Notaries Public, Sheriffs, Deputy Sheriffs and similar public officials.
3. Bonds on behalf of contractors in connection with bids, proposals or contracts.

In Witness Whereof, the said FEDERAL INSURANCE COMPANY has, pursuant to its By-Laws, caused these presents to be signed by its Assistant Vice-President and Assistant Secretary and its corporate seal to be hereto affixed this 1st day of January 19 76

FEDERAL INSURANCE COMPANY
By

George McClellan
Assistant Vice-President

Richard D. O'Connor
Assistant Secretary

STATE OF NEW JERSEY
ss:
County of Essex

On this 1st day of January 19 76, before me personally came Richard D. O'Connor, to me known and by me known to be Assistant Secretary of the FEDERAL INSURANCE COMPANY, the Corporation described in and which executed the foregoing Power of Attorney and the said Richard D. O'Connor being by me duly sworn, did depose and say that he is Assistant Secretary of the FEDERAL INSURANCE COMPANY and knows the corporate seal thereof; that the seal affixed to the foregoing Power of Attorney is such corporate seal and was thereto affixed by authority of the By-Laws of said Company and that he signed said Power of Attorney as Assistant Secretary of said Company by like authority; that he is acquainted with George McClellan and knows him to be Assistant Vice-President of said Company, and that the signature of said George McClellan subscribed to said Power of Attorney is in the genuine handwriting of said George McClellan and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Acknowledged and Sworn to before me on the date above written.

Notary Public

PATRICIA RYAN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires December 11, 19 78

CITY OF SHORT HILLS }
County of Essex } ss.

I, the undersigned, Assistant Secretary of the FEDERAL INSURANCE COMPANY, do hereby certify that the following is a true excerpt from the By-Laws of the said Company as adopted by its Board of Directors on March 11, 1953 and amended May 27, 1971 and that this By-Law is in full force and effect.

"ARTICLE XVIII.

Section 2. All bonds, undertakings, contracts and other instruments other than as above for and on behalf of the Company which it is authorized by law or its charter to execute, may and shall be executed in the name and on behalf of the Company either by the Chairman or the Vice-Chairman or the President or a Vice-President, jointly with the Secretary or an Assistant Secretary, under their respective designations, except that any one or more officers or attorneys-in-fact designated in any resolution of the Board of Directors or the Executive Committee, or in any power of attorney executed as provided for in Section 3 below, may execute any such bond, undertaking or other obligation as provided in such resolution or power of attorney.

Section 3. All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the Vice-Chairman or the President or a Vice-President or an Assistant Vice-President, jointly with the Secretary or an Assistant Secretary, under their respective designations."

And I further certify that I have compared the foregoing copy of the POWER OF ATTORNEY with the original thereof and the same is a correct and true copy of the whole of said original Power of Attorney and that said Power of Attorney has not been revoked.

And I further certify that said FEDERAL INSURANCE COMPANY is duly licensed to transact fidelity and surety business in each of the States of the United States of America, District of Columbia, Puerto Rico, and each of the Provinces of Canada with the exception of Prince Edward Island; and is also duly licensed to become sole surety on bonds, undertakings, etc., permitted or required by law.

Given under my hand and the seal of said Company at Short Hills, N.J., this 2nd day of May, 19 76.

Assistant Secretary

I, D. H. CRAIGMILE, do hereby certify that I am the Secretary of CHICAGO BRIDGE & IRON COMPANY, an Illinois corporation, and that as such officer I am duly authorized to make this certificate in behalf of that corporation.

I further certify that a meeting of the Board of Directors of Chicago Bridge & Iron Company was duly called and was held in accordance with the by-laws of that corporation on October 4, 1977, and at that meeting a quorum was present throughout the meeting and the following resolution was unanimously adopted:

> RESOLVED, that any one of the following, namely, the Chairman of the Board or the President or any vice president of Chicago Bridge & Iron Company, or the Manager-Contracting Services, or any district sales manager or contracting engineer heretofore or hereafter appointed by Chicago Bridge & Iron Company, shall be and he is hereby authorized to sign in the name and on behalf of Chicago Bridge & Iron Company bids, proposals, non-collusion certificates (with respect to which Chicago Bridge & Iron Company shall be subject to the provisions of any law prescribing penalties for inaccuracy or misstatement), bonds and contracts for materials to be furnished or work to be done by Chicago Bridge & Iron Company and also to sign other documents required in connection therewith.

I further certify that the foregoing resolution is in full force and effect and that C. D. Strickland is a District Sales Manager of Chicago Bridge & Iron Company and Nelson J. Acosta is a contracting engineer/~~are contracting engineers~~ of Chicago Bridge & Iron Company.

This certificate shall remain in full force and effect for ninety days from the date it bears, unless sooner revoked, but no such revocation shall be effective as to anyone dealing with any individual named in this certificate in reliance hereon unless written notice of such revocation has been received by the person so relying on this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of Chicago Bridge & Iron Company this 2nd day of May, 1978.

D. H. Craigmile

PAYMENT BOND

CLARKE COUNTY)
) ss:
STATE OF GEORGIA)

KNOW ALL MEN BY THESE PRESENTS, that we, CHICAGO BRIDGE & IRON CO., hereinafter known as the "Contractor", as principal, and FEDERAL INSURANCE CO., as surety, are held and firmly bound unto the City of Athens, Georgia, hereinafter known as the "Owner", in the penal sum of SEVENTY-EIGHT THOUSAND, TWO HUNDRED AND NO/100 - Dollars ($ 78,200.00) lawful money of the United States of America, to be paid to the Owner, for the use and benefit of the said obligee, and of all persons doing work or furnishing skill, tools, machinery or materials under or for the purpose of the Contract hereinafter named, for which payment, well and truly to be made, we bind ourselves, our successors and our several respective heirs, assigns, executors and administrators, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS AND DATED THIS 4th DAY OF May, 1978.

WHEREAS, the above bounden CHICAGO BRIDGE & IRON CO. by an instrument in writing, bearing even date, with these presents, has contracted with the Owner to furnish all equipment, tools, materials, skill and labor for the completion of the work covered by the following items of the attached Proposal for constructing Water System Improvements, to wit:

400,000 GALLON STEEL RESERVOIR

All work to be performed in strict accordance with the attached Agreement or Contract and Specifications, which Contract is by reference made a part hereof:

NOW, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said

CHICAGO BRIDGE & IRON CO.

and all subcontractors to whom any portion of the work provided for in the attached Agreement or Contract is sublet and all assignees of the said

CHICAGO BRIDGE & IRON CO.,

and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials, or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or addition to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on said bond, then the above obligation shall be void; otherwise, to remain in full force and effect.

PROVIDED, however, that this bond is subject to the following conditions and limitations:

(a) Any person, firm or corporation that has furnished labor, materials, or supplies for or in the prosecution of the work provided for in said Contract shall have a direct right of action against the Contractor and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the county in which the work provided for in said Contract is to be performed or in any county in which said Contractor or Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Contractor and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgement rendered thereon.

(b) The Principal and Surety hereby designate and appoint the

City Clerk of Athens, Georgia, as the agent of each of them

to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Contractor and/or Surety.

(c) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said Contract.

(d) This bond is given pursuant to the terms of Section 23-1705 of the 1933 Code of Georgia as amended as all the provisions of law with reference to this character of bond as set forth in said section or as may hereinafter be enacted are hereby made a part hereof to the same extent as if set out herein in full.

IN WITNESS WHEREOF, the said CHICAGO BRIDGE & IRON CO.

has caused ITS corporate seal to be hereto affixed, and these presents to be signed in its name by NELSON J. ACOSTA,

and the said FEDERAL INSURANCE CO.,

as surety, has caused ITS corporate seal to be hereto affixed and these

BY: _____

THOMAS F. BOYER
ATTORNEY-IN-FACT
ALEXANDER & ALEXANDER
3565 PIEDMONT ROAD, N. E.
ATLANTA, GEORGIA 30305

PmB-3

presents to be signed in its name by _____.

(As to Contractor)

* CONTRACTOR (SEAL)

Signed, sealed and delivered
in the presence of:

Quintin W. Green

Nelson Quintero

CHICAGO BRIDGE & IRON COMPANY

By: Nelson J. Acosta L.S.

Title: CONTRACTING ENGINEER

ATTEST: SEE ATTACHED POWER-OF-ATTORNEY

Secretary

(As to Surety)

Signed, sealed and delivered
in the presence of:

Arnetta Barrett

Atlanta, Ga.

SURETY: Federal Insurance Compan (SEAL)

BY _____
Attorney-in-Fact

By: Thomas F. Boyer
Attorney in Fact

APPROVED AS TO FORM:

By: _____
Attorney for the
City of Athens, Georgia

COUNTERSIGNED:

By: Lee Pierson
Resident Agent Athens, Ga.
(Resident of Clarke County)

*(NOTE: If the Principal is a Corporation, the bond shall be signed by the President or a Vice-President, attested by the Secretary and the Corporate seal affixed. If the Principal is a Partnership, the bond shall be signed in the Partnership name by one of the partners, with indication that he is a general partner.)

approved JC Fowler

I, D. H. CRAIGMILE, do hereby certify that I am the Secretary of CHICAGO BRIDGE & IRON COMPANY, an Illinois corporation, and that as such officer I am duly authorized to make this certificate in behalf of that corporation.

I further certify that a meeting of the Board of Directors of Chicago Bridge & Iron Company was duly called and was held in accordance with the by-laws of that corporation on October 4, 1977, and at that meeting a quorum was present throughout the meeting and the following resolution was unanimously adopted:

> RESOLVED, that any one of the following, namely, the Chairman of the Board or the President or any vice president of Chicago Bridge & Iron Company, or the Manager-Contracting Services, or any district sales manager or contracting engineer heretofore or hereafter appointed by Chicago Bridge & Iron Company, shall be and he is hereby authorized to sign in the name and on behalf of Chicago Bridge & Iron Company bids, proposals, non-collusion certificates (with respect to which Chicago Bridge & Iron Company shall be subject to the provisions of any law prescribing penalties for inaccuracy or misstatement), bonds and contracts for materials to be furnished or work to be done by Chicago Bridge & Iron Company and also to sign other documents required in connection therewith.

I further certify that the foregoing resolution is in full force and effect and that C. D. Strickland is a District Sales Manager of Chicago Bridge & Iron Company and Nelson J. Acosta is a contracting engineer/~~xxxxxxxxxxxxxxxxxxxxxxxxxx~~ of Chicago Bridge & Iron Company.

This certificate shall remain in full force and effect for ninety days from the date it bears, unless sooner revoked, but no such revocation shall be effective as to anyone dealing with any individual named in this certificate in reliance hereon unless written notice of such revocation has been received by the person so relying on this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of Chicago Bridge & Iron Company this 2nd day of May, 1978.

D. H. Craigmile

Certified Copy of

POWER OF ATTORNEY

Know all Men by these Presents, That the FEDERAL INSURANCE COMPANY, 100 William Street, New York, New York, a New Jersey Corporation, has constituted and appointed, and does hereby constitute and appoint

Fred W. Woodward, Jr., R. L. Bishop
Thomas F. Boyer, James A. McCormick,
Dixie D. Wiggins,
of
Atlanta, Georgia

each its true and lawful Attorney-in-Fact to execute under such designation in its name and to affix its corporate seal to and deliver for and on its behalf as surety thereon or otherwise, bonds of any of the following classes, to-wit:

1. Bonds and Undertakings (other than Fiduciary Bonds) filed in any suit, matter or proceeding in any Court, or filed with any Sheriff or Magistrate, for the doing or not doing of anything specified in such Bond or Undertaking, in which the penalty of the bond or undertaking does not exceed the sum of One Hundred Thousand Dollars ($100,000.00).
2. Surety Bonds to the United States of America or any agency thereof, including those required or permitted under the laws or regulations relating to Customs or Internal Revenue; License and Permit Bonds or other indemnity bonds under the laws, ordinances or regulations of any State, City, Town, Village, Board or other body or organization, public or private; bonds to Transportation Companies, Lost Instrument bonds, Lease bonds, Workmen's Compensation bonds, Miscellaneous Surety bonds and bonds on behalf of Notaries Public, Sheriffs, Deputy Sheriffs and similar public officials.
3. Bonds on behalf of contractors in connection with bids, proposals or contracts.

In Witness Whereof, the said FEDERAL INSURANCE COMPANY has, pursuant to its By-Laws, caused these presents to be signed by its Assistant Vice-President and Assistant Secretary and its corporate seal to be hereto affixed this 1st day of January 19 76

FEDERAL INSURANCE COMPANY
By

George McClellan
Assistant Vice-President

Richard D. O'Connor
Assistant Secretary

STATE OF NEW JERSEY
ss:
County of Essex

On this 1st day of January 19 76, before me personally came Richard D. O'Connor, to me known and by me known to be Assistant Secretary of the FEDERAL INSURANCE COMPANY, the Corporation described in and which executed the foregoing Power of Attorney and the said Richard D. O'Connor being by me duly sworn, did depose and say that he is Assistant Secretary of the FEDERAL INSURANCE COMPANY and knows the corporate seal thereof; that the seal affixed to the foregoing Power of Attorney is such corporate seal and was thereto affixed by authority of the By-Laws of said Company and that he signed said Power of Attorney as Assistant Secretary of said Company by like authority; that he is acquainted with George McClellan and knows him to be Assistant Vice-President of said Company, and that the signature of said George McClellan subscribed to said Power of Attorney is in the genuine handwriting of said George McClellan and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Acknowledged and Sworn to before me on the date above written.

Notary Public

PATRICIA RYAN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires December 11, 19 78

Form 21-10-55 (Ed. 10-74) (NYSO)

O-1131 (20M) PRINTED IN U.S.A.

CITY OF SHORT HILLS }
County of Essex } ss.

I, the undersigned, Assistant Secretary of the FEDERAL INSURANCE COMPANY, do hereby certify that the following is a true excerpt from the By-Laws of the said Company as adopted by its Board of Directors on March 11, 1953 and amended May 27, 1971 and that this By-Law is in full force and effect.

"ARTICLE XVIII.

Section 2. All bonds, undertakings, contracts and other instruments other than as above for and on behalf of the Company which it is authorized by law or its charter to execute, may and shall be executed in the name and on behalf of the Company either by the Chairman or the Vice-Chairman or the President or a Vice-President, jointly with the Secretary or an Assistant Secretary, under their respective designations, except that any one or more officers or attorneys-in-fact designated in any resolution of the Board of Directors or the Executive Committee, or in any power of attorney executed as provided for in Section 3 below, may execute any such bond, undertaking or other obligation as provided in such resolution or power of attorney.

Section 3. All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the Vice-Chairman or the President or a Vice-President or an Assistant Vice-President, jointly with the Secretary or an Assistant Secretary, under their respective designations."

And I further certify that I have compared the foregoing copy of the POWER OF ATTORNEY with the original thereof and the same is a correct and true copy of the whole of said original Power of Attorney and that said Power of Attorney has not been revoked.

And I further certify that said FEDERAL INSURANCE COMPANY is duly licensed to transact fidelity and surety business in each of the States of the United States of America, District of Columbia, Puerto Rico, and each of the Provinces of Canada with the exception of Prince Edward Island; and is also duly licensed to become sole surety on bonds, undertakings, etc., permitted or required by law.

Given under my hand and the seal of said Company at Short Hills, N.J., this 2nd day of May, 19 78.

Assistant Secretary

GENERAL CONDITIONS

1. Contract Security: The Contractor shall furnish a surety performance bond (form attached) in an amount at least equal to one hundred (100%) per cent of the contract price as security for the faithful performance of this contract, and to indemnify the Owner against liability for personal injury and property damage. The Contractor shall also furnish a payment bond (form attached) in an amount at least equal to one hundred (100%) per cent of the contract as security for the payment of all persons performing labor and furnishing materials in connection with this contract.

The surety on each of the above bonds shall be a surety company satisfactory to the Owner and duly authorized to do business in Clarke County, Athens, Georgia. The person executing the bond on behalf of the surety shall file with the bond a general power of attorney unlimited as to amount and type of bond covered by such power of attorney, and certified to by an official of said surety. The bonds shall be countersigned by an agent who is a resident of Athens, Clarke County, Georgia.

2. Contractors' and Subcontractors' Insurance: The Contractor shall not commence work under this contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

(a) Compensation Insurance: The Contractor shall procure and shall maintain during the life of this contract Workmen's Compensation Insurance for all of the employees to be engaged in work on the project under this contract, and in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this contract is not protected under the Workmen's Compensation statute, the Contractor shall provide and shall cause such subcontractor to provide a Workmen's Compensation policy for the protection of such of his employees not otherwise protected.

(b) Public Liability, Property Damage, and Automobile Liability Insurance: The Contractor shall take out and maintain during the life of the contract such Public Liability and Property Damage Insurance and Automobile Liability Insurance as shall protect him and any subcontractor performing work covered by this contract from claims for damage for personal injury including accidental death as well as from claims for property damage, which may arise from operations under this contract, whether such operations are by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. The amount of such insurance shall be as follows:

(1) Public Liability Insurance, in an amount not less than $150,000 for bodily injury, including accidental death, to any one person, and subject to the same limit for each person, in an amount not less than $300,000 on account of one accident.

(2) Property Damage Insurance, in an amount not less than $150,000 for any one damage claim, and in an aggregate amount up to $300,000 during a period of twelve (12) months.

(3) Automobile Liability Insurance: a. For bodily injury, including accidental death to any one person, in an amount not less than $150,000 and subject to the same limit for each person, in an amount not less than $300,000 on account of one accident; b. For property damage in an amount not less than $150,000 for any one damage claim and in an aggregate amount up to $300,000 during a period of twelve (12) months.

(c) Owner's Protective Liability Insurance: Issued in the name of the Owner for liability and property damage under (b) 1 and (b) 2 above, in the same amounts as stipulated for the Contractor.

(d) Proof of Coverage of Insurance: The Contractor shall furnish the Owner with a certificate showing satisfactory proof of carriage of the insurance required prior to commencing work on his contract.

(e) Scope of Insurance: The insurance required under subparagraphs (b) and (c) hereof shall provide adequate protection for the Contractor and his subcontractors, respectively, as well as the Owner, against damage claims which may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by him.

3. Accident Prevention: Precaution shall be exercised at all times for the protection of all persons, including employees, and property, and hazardous conditions shall be guarded against or eliminated. The Contractor shall be responsible for all injuries or damages to persons or property, and shall indemnify and save harmless the Owner, its officers and agents, from all damages and costs by reason of injury to person or property, resulting from negligence or carelessness in the performance of the work or in guarding the same, or from any improper materials, implements, or appliances used in its construction, or on account of any act or omission of the Contractor, his agents, or employees. The whole or as much of the monies due under and by virtue of this contract as may be considered necessary by the Owner shall or may be retained by the Owner until all suits or claims for damages shall have been settled, and evidence to that effect furnished to the satisfaction of the Owner.

4. Laws: The construction of said project shall in all respects conform to all applicable requirements of State and Local Laws and Ordinances.

5. Reports, Records and Data: The Contractor and each of his subcontractors shall submit to the Owner such schedules of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Owner may request concerning work performed or to be performed under this contract.

6. Payments to Contractor:

(a) In preparing estimates the material delivered on the site and preparatory work done will be taken into consideration.

(b) All material and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for

the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Owner to require the fulfillment of all of the terms of the contract.

(c) Owner's Right to Withhold Certain Amounts and Make Application Thereof: The Contractor agrees that he will indemnify and save the Owner harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. The Contractor shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the Contractor fails so to do, then the Owner may, after having served written notice on the said Contractor, either pay unpaid bills, of which the Owner has written notice, direct, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payment to the Contractor shall be resumed, in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor or his surety. In paying any unpaid bills of the Contractor, the Owner shall be deemed the agent of the Contractor, and any payment so made by the Owner, shall be considered as a payment made under the contract by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payment made in good faith.

7. Payments by Contractor: The Contractor shall pay (a) for all transportation and utility services not later than the 20th day of the calendar month following that in which services are rendered, (b) for all materials, tools, and other expendable equipment to the extent of ninety (90%) per cent of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the 30th day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used, and (c) to each of his subcontractors, not later than the 5th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his subcontractor's interest therein.

8. Subcontracting:

(a) The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.

(b) The Contractor shall not subcontract the complete work, or any major portion thereof, and shall not award any work to any subcontractor without prior written approval of the Owner, which approval will not be given until the Contractor submits to the Owner a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the Owner may require.

(c) The Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

(d) The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and other Contract Documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents.

(e) Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.

9. Assignments: The Contractor shall not assign the whole or any part of this contract or any monies due or to become due hereunder without written consent of the Owner. In case the Contractor assigns all or any part of any monies due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior liens of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this contract.

10. Time for Completion and Liquidated Damages: It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning, rate of progress, and the time for completion of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the work order.

The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

IF THE SAID CONTRACTOR SHALL NEGLECT, FAIL OR REFUSE TO COMPLETE THE WORK WITHIN THE TIME HEREIN SPECIFIED, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the Owner, the amount specified in the contract, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work. The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain and said amount is agreed to be the amount of damages which the Owner would sustain and said amounts shall be retained from time to time by the Owner from current periodical estimates.

It is further agreed that time is of the essence of each and every portion

of this contract and of the Specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

(a) To any preference, priority, or allocation order duly issued by the Government;

(b) To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; and

(c) To any delays of subcontractors occasioned by any of the causes specified in subsections (a) and (b) of this article:

Provided, further, that the Contractor shall, within seven (7) days from the beginning if such delay, notify the Owner, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

11. Construction Schedule and Periodic Estimates: Immediately after execution and delivery of the contract, and before the first partial payment is made, the Contractor shall deliver to the Owner an estimated construction progress schedule in form satisfactory to the Owner, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents and the anticipated amount of each monthly payment that will become due the Contractor in accordance with the progress schedule. The Contractor shall also furnish a detailed estimate giving a complete breakdown of the contract price and a periodic itemized estimate of work done for the purpose of making partial payments thereon. The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the contract price.

12. Mutual Responsibility of Contractors: If, through acts of neglect on the part of the Contractor, any other Contractor or any subcontractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other contractor or subcontractor by agreement or arbitration if such other contractor shall assert any claim against the Owner on account of any damage alleged to have been sustained, the Owner shall notify the Contractor, who shall indemnify and save harmless the Owner against any such claim.

13. Extras: Without invalidating the contract, the Owner may order extra work or make changes by altering, adding to or deducting from the work, the contract sum being adjusted accordingly, and the consent of the Surety being first obtained where necessary or desirable. All the work of the kind bid upon shall be paid for at the price stipulated in the Proposal, and no claims for any extra work or materials shall be allowed unless the work is ordered in writing by the Owner or its Engineer, acting officially for the Owner, and the price is stated in such order.

14. Changes in Work: Should the Contractor encounter, or the Owner discover during the progress of the work subsurface or latent conditions at the site materially differing from those shown on the drawings or indicated in the specifications, or unknown conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the drawings and specifications, the attention of the Owner shall be called immediately to such conditions before they are disturbed. The Owner shall thereupon promptly investigate the conditions, and if it finds that they do so materially differ, the contract shall be modified, with the written approval of the Owner, to provide for any increase or decrease of cost or difference in time resulting from such conditions. No changes in work shall be made without prior written approval by the Owner.

The Contractor shall furnish to the Owner when required an itemized breakdown of the quantities and prices used in computing the value of any change that might be ordered. In figuring changes, instructions for measurement of quantities set forth in the Specifications shall be followed.

Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of the following methods:

(a) Unit bid prices stipulated in the Proposal or as subsequently approved, which unit prices shall include allowances for overhead and profit.

(b) An agreed lump sum.

(c) The actual cost, by keeping a correct account including all vouchers for:

(1) Labor, including foremen.

(2) Materials entering permanently into the work.

(3) Ownership or rental cost of power tools and construction equipment actually used.

(4) Power and consumable supplies for operation of power equipment.

(5) Pro rata charges for insurance covering public liability, workmen's compensation, old age and unemployment, also social security.

To the cost of items under (c) above shall be added a fixed fee for combined overhead and profit, not to exceed fifteen (15%) per cent of the above items except that actual cost only will be allowed for social security, old age and unemployment insurance. The allowance for combined overhead and profit thus calculated shall be the only such allowance included in the total cost to the Owner. Among the items considered as overhead are costs for insurance other than above, bond, superintendence, timekeeping, clerical work, watchman, use of small tools, general office expense and miscellaneous.

15. Claims for Extra Cost: No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order of the Engineer, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When work is performed under the terms of subsection 16(c) of these General Conditions, the Contractor shall furnish satisfactory bills,

payrolls, and vouchers covering all items of cost and when requested by the Owner, give the Owner access to accounts relating thereto.

16. Materials, Services and Facilities:

(a) It is understood that except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time.

(b) Any work necessary to be performed after regular working hours, on Sundays or Legal Holidays, shall be performed without additional expense to the Owner.

17. Patents:

(a) The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature of kind, including cost and expenses, for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract, including its use by the Owner, unless otherwise specifically stipulated in the Contract Documents.

(b) If the Contractor uses any design, device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the Owner of such patented or copyrighted design, device or material. It is mutually agreed and understood, that, without exception, the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copyrighted design, device or materials, or any trademark or copyright in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

18. Inspection and Testing of Materials: Unless otherwise specifically provided for in the specifications, the inspection and testing of material and finished articles to be incorporated in the work at the site shall be made by bureaus, laboratories, or agencies arranged for by the Contractor and as approved by the Owner. The Contractor shall pay for all laboratory inspection service direct as a part of the contract. The Contractor shall furnish all such extra quantities of materials and items as may be required for testing; and shall deliver same to the laboratory approved by the Owner. The cost of furnishing and delivering samples to the Laboratory shall be paid for by the Contractor.

Where the detailed specifications call for certified copies of mill or shop tests to establish conformance of certain materials with the specifications it shall be the responsibility of the Contractor to assure the delivery of such certifications to the Owner.

No materials or finished articles shall be incorporated in the work until

such materials and finished articles have passed the required tests. The Contractor shall promptly segregate and remove rejected material and finished articles from the site of the work.

The testing and approval of materials by the laboratory, or laboratories, approved by the Owner shall not relieve the Contractor of any of his obligation to fulfill his contract and guarantee of workmanship and materials as called for in Paragraph 23 herein. The Contractor may, at his option and at his own expense, cause such other tests to be conducted as he may deem necessary to assure suitability, strength and durability of any material or finished article.

19. Right of the Owner to Terminate Contract: In the event that any of the provisions of this contract are violated by the Contractor, or by any of his subcontractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate the contract, such notices to contain the reasons for such intention to terminate the contract, and, unless within ten (10) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the Owner shall immediately serve notice thereof upon the Surety and the Contractor, and the Surety shall have the right to take over and perform the contract, provided, however, that if the Surety does not commence performance thereof within five (5) days from the date of the mailing to such Surety of notice of termination, the Owner may take over the work and prosecute the same to completion by contract or by force account for the account and at the expense of the Contractor, and the Contractor and his Surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event, the Owner may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefor.

20. Notice and Service Thereof:

(a) Any notice to any Contractor from the Owner relative to any part of this contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted by registered mail, to the said Contractor at his last given address, or delivered in person to said Contractor or his authorized representatives on the work, or is deposited in the regular United States mail in a sealed, postage prepaid envelope and the receipt thereof is acknowledged by the Contractor.

(b) All papers required to be delivered to the Owner shall, unless otherwise specified in writing to the Contractor, be delivered to the City Manager, City of Athens, Georgia, and any notice to or demand upon the Owner shall be sufficiently given if delivered to the office of said City Manager, or if deposited in the United States mail in a sealed, postage prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to said City Manager or to such other representative of the Owner or to such other address as the Owner may subsequently specify in writing to the Contractor for such purposes.

21. Quantities of Estimate: The estimated quantities of work to be done and materials to be furnished under this contract shown in any of the documents including the Proposal, are given for use in comparing bids and to indicate approximately the total amount of the contract; and the right is especially

reserved except as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by the Owner to complete the work contemplated by this contract.

22. Rights-of-Way and Suspension of Work: The Owner will furnish all land and rights-of-way necessary for the carrying out of this contract and the completion of the work herein contemplated and will use due diligence in acquiring said land and rights-of-way as speedily as possible. But it is possible that all lands and rights-of-way may not be obtained as herein contemplated before construction begins, in which event the Contractor shall begin his work upon such land and rights-of-way as the Owner may have previously acquired and no claim for damages whatsoever will be allowed by reason of the delay in obtaining the remaining lands and rights-of-way. Should the Owner be prevented or enjoined from proceeding with the work, or from authorizing its prosecution, either before or after the commencement, by reason of any litigation, or by reason of its inability to procure any lands or rights-of-way for the said work, the Contractor shall not be entitled to make or assert any claim for damage by reason of said delay, or to withdraw from the contract except by consent of the Owner; but time for completion of the work will be extended to such time as the Owner determines will compensate for the time lost by such delay, such determination to be set forth in writing.

23. General Warranty for One Year after Completion of Contract: For a period of at least one year after the completion of the contract, the Contractor warrants the fitness and soundness of all work done and materials and equipment put in place under the contract and neither the final certificate of payment nor any provision in the contract documents nor partial or entire occupancy of the premises by the Owner shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. The Owner will give notice of observed defects with reasonable promptness.

24. Contractor's Obligations: The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper and complete all the work required by this contract, within the time herein specified, in accordance with the provisions of this contract and said specifications and in accordance with the plans and drawings of the work covered by this contract and any and all supplemental plans and drawings, and in accordance with the directions of the Engineer as given from time to time during the progress of the work. He shall furnish, erect, maintain, and remove such construction plant and such temporary works as may be required. He alone shall be responsible for the safety, efficiency, and adequacy of his plant, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance, or operation. The Contractor shall observe, comply with, and be subject to all items, conditions, requirements, and limitations of the contract and specifications, and shall do, carry on, and complete the entire work to the satisfaction of the Engineer and the Owner.

25. Engineer's Authority: The Engineer shall give all orders and directions contemplated under this contract and specifications relative to the execution of the work. The Engineer shall determine the amount, quality, acceptability

and fitness of the several kinds of work and materials which are to be paid for under this contract and shall decide all questions which may arise in relation to said work and the construction thereof. The Engineer's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any questions shall arise between the parties hereto relative to said contract or specifications, the determination or decision of the Engineer shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this contract affected in any manner or to any extent by such question.

The Engineer shall decide the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be found obscure or be in dispute.

Any difference or conflicts in regard to their work which may arise between the Contractor under this contract and other contractors performing work for the Owner shall be adjusted and determined by the Engineer.

26. Prohibited Interests: No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part hereof. No officer, employee, architect, attorney, engineer, or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

27. Evidence of Payment: The Contractor shall furnish the Owner, whenever requested, with satisfactory evidence that all persons who have done work, or furnished materials under this agreement have been duly paid or satisfactorily secured. In case such evidence is not furnished as aforesaid, such amounts as may be necessary to meet the claim of such unsatisfied person may be retained from monies due the Contractor under this contract, until the liabilities aforesaid shall be fully discharged.

28. Acceptance of Work and Final Payment. Before final acceptance of the work and payment to the Contractor of the percentage retained by the Owner, the following requirements shall be complied with:

(a) Final Inspection: Upon notice from the Contractor that his work is completed, the Engineer will make a final inspection of the work, and shall notify the Contractor of all instances where his work fails to comply with the contract drawings and specifications as well as any defects he may discover. The Contractor shall immediately make such alterations as are necessary to make the work comply with the contract drawings and specifications, and to the satisfaction of the Engineer.

(b) Operating Test: After the alterations for compliance with the contract drawings and specifications have been made, and before acceptance of the whole or any part of the work, it shall be subjected to test to determine that it is in accordance with the contract drawings and specifications. The Contractor shall maintain all work in first-class condition

for a thirty (30) day operating period after the work has been completed as a whole, the final inspection has been made and the Engineer has notified the Contractor in writing that the work has been finished to his satisfaction. Necessary power, chemicals and materials required for operation will be furnished by the Owner during the specified operating period. The retained percentage as provided herein will not become due or payable to the Contractor until after the thirty (30) day operating period has expired.

(c) Cleaning Up: Before the work is considered as complete, all rubbish and unused material due to or connected with the construction must be removed and the premises left in a condition satisfactory to the Owner. Streets, curbs, cross-walks, pavements, sidewalks, fence and other public and private property disturbed or damaged shall be restored to their former condition. Final acceptance will be withheld until such work is finished.

(d) Liens: Final acceptance of the work will not be granted and the retained percentage will not be due or payable until the Contractor has furnished the Owner proper and satisfactory evidence under oath that all claims for labor and material employed or used in the construction of the work under this contract have been settled, and that no legal claims can be filed against the Owner for such labor or material.

(e) Final Estimate: Upon completion of all cleaning up, alterations, and repairs required by the final inspection or operating test, the satisfactory completion of the operating test, and upon submitting proper and satisfactory evidence to the Owner that all claims have been settled, the Engineer will issue a certificate of final estimate of the work. The Contractor shall then prepare his final estimate. After review and approval of the final estimate by the Engineer and the Owner, payment shall then become due.

29. Acceptance of Final Estimate: The acceptance by the Contractor of the final estimate, shall operate as a release to the Owner from all claims and liabilities to the Contractor for all work done or materials furnished, or for any act of the Owner or its agents affecting the work.

SECTION NO. 1

DETAILED SPECIFICATIONS

FOR CONSTRUCTING 400,000 GALLON STEEL RESERVOIR

1.01 Work to be Done: The work to be done under this contract consists of furnishing all materials and equipment, and performing all labor necessary for the manufacture, fabrication, delivery, erection, testing, painting and lining of a welded steel water storage reservoir of the heights and diameters herein specified, complete with appurtenances, on foundations to be constructed by others.

1.02 Drawings: The Contractor shall submit six (6) complete sets of drawings and details covering the reservoir to the Engineer for approval. Drawings shall show necessary shop and erection details, details of accessories, and schedule for delivery and erection. The Engineer will furnish the Contractor with locations of inlet-outlet, overflow and drain piping connections. No manufacture or fabrication shall commence until such drawings submitted by the Contractor have been approved.

1.03 Foundations: Concrete foundations will be constructed by others.

1.04 Requirements:

(a) Height: The steel reservoir shall have a minimum shell height of 44' -0 7/8" bottom to overflow.

(b) Diameter: The inside diameter of the steel reservoir shall be 40' - 0".

(c) Capacity: The capacity with the height and diameter specified above will be approximately 400,000 gallons.

(d) Type: The steel reservoir shall be of the flat bottom vertical shell type, with umbrella type, supported roof.

(e) Provide sealing mastic fillet joint between concrete foundation and bottom plates around periphery of tank.

1.05 Design: The steel reservoir shall conform in design and workmanship to the American Water Works Association Standard Specifications for Steel Tanks, Standpipes, Reservoirs, and Elevated Tanks for Water Storage, D100-73, Appendix "C", and the latest revisions thereof, except as otherwise specified herein. Metal shall be in accordance with the latest specifications of the American Society for Testing Materials, A-283 (D) where applicable. Design temperature under AWWA D100-73, Appendix "C", shall be for 0 degrees F.

(a) Minimum Plate Thicknesses: Minimum plate thicknesses for the reservoir shall be as follows:

(1) Bottom: Minimum plate thickness for bottom plates shall be 5/16 inches.

(2) Vertical Shell: Minimum plate thickness for vertical shell shall be 1/4 inches.

(3) Roof: Minimum plate thickness for roof shall be 3/16 inches.

(4) Corrosion Allowance: A corrosion allowance of 1/16 inches shall be added to the calculated thickness of all plates in contact with water.

(b) Welded Construction: The steel reservoir shall be of all welded construction, welded as follows:

(1) Bottom: The bottom plates shall be laid directly on the tops of the ring wall and prepared sand cushion and lap welded from top side only. The Contractor shall be responsible for even bearing of the bottom plates on the oiled sand cushion. No sandblasting of underside of bottom plates required.

(2) Vertical Shell: All plates in the vertical shell shall be butt welded.

(3) Roof: The roof of the steel reservoir shall be of the umbrella type and shall be supported by a system of center and intermediate support steel pipe columns and steel rafters, spaced approximately as shown on the drawings. Roof shall be of umbrella or conical design with semi-torus edge. Construction and design of members shall be in accordance with AISC. Roof shall be designed for combination live and dead loads of 40 pounds per square foot. Roof plates may be either butt welded or lap welded; if lap welded, welding must be done both topside and underside. Bottoms of structural roof supporting members shall be not lower than 6 inches above overflow level.

(c) Welding: Welding shall be done only by qualified welders and shall be performed in strict accordance with Section No. 8, and other applicable sections of the American Water Works Association, Standard Specification for Steel Tanks, Standpipes, Reservoirs, and Elevated Tanks for Water Storage, D100-73.

(1) Testing: Testing of welds, including removal and testing of segments shall be performed in strict accordance with Section No. 11 and other applicable sections of the above referenced specification.

1.06 Accessories: The Contractor shall provide the following accessories:

(a) Piping shall be ductile iron, Class 51 with cement lining, joints shall be mechanical joint or flanged ASA 125 lb. as shown on the plans.

(b) Ladders: The reservoir shall be equipped with ladders as follows:

(1) Inside Ladder: The inside ladder shall extend from the bottom of the tank to the roof of hatchway.

(2) Bars and Rungs: Side bars shall be not less than 3/8-inch thick by 2-1/2 inch wide. Rungs shall be not less than 5/8-inch square.

(3) Furnish Safety-Climb equipment and harness.

(c) Roof Hatchway: Furnish and install a roof hatchway not less than 30" x 24", with rainproof cover and 4-inch curb. Roof hatchway shall be located adjacent to the ladder a minimum of 12 inches above the overflow level, equipped with strap and pin hinges, locking hasp, staple and lock, and shall readily open in the direction of roof rise.

(d) Shell Manhole: Furnish and install an access manhole in lower ring of the shell approximately two feet six inches (2'-6") above the bottom. The shell manhole shall be properly reinforced to provide for stresses. The manhole shall be a minimum of 20 inches in diameter, and shall be provided with outside flange for bolted cover. The cover shall be fitted with a gasket and properly bolted to the outside flange.

(e) Finial: Furnish and install a finial of simple geometric design of attractive appearance, approximately 4'-0" high x 30" wide. The finial shall serve as a vent with 18 mesh stainless steel insect screening in stainless steel removable frames.

1.07 Shop Fabrication and Erection: All workmanship done shall be first class in every respect and shop fabrication shall be done in accordance with Section No. 9 and No. 10 of A.W.W.A. Standard Specifications covering welded type construction.

1.08 Inspection: Section No. 11 of A.W.W.A. Standards shall apply for inspection. Independent shop and field inspection shall be provided by the Contractor. The testing laboratory conducting such tests shall be subject to approval by the Owner. The Contractor shall furnish certified mill test reports on all steel plates and principal structural members.

1.09 Testing: Before any painting is done the reservoir shall be filled and tested. Any deficiencies shall be corrected as directed by the Engineer and the tank retested. The Owner will furnish the water necessary for one test. The Contractor shall furnish all material and equipment, including any necessary pumping equipment, and all labor necessary for conducting such tests.

1.10 Cleaning and Priming; Shop and Field:

(a) Shop Cleaning: After fabrication all steel shall be sand, grit or shot blasted, or shall be pickled to remove all mill scale.

(b) Shop Prime: All steel, except for contact surfaces and edges to be welded shall receive one coat of shop primer applied immediately after cleaning as follows:

(1) Exterior Surfaces: Shop primer shall be of one coat of Koppers No. 621.

(2) Interior Surfaces: Shop coat shall be one coat of Koppers No. 621.

(c) Field Cleaning: Upon completion of erection and testing, as specified above, all surfaces, except underside of bottom shall be thoroughly cleaned to remove all rust, dirt, dust and other foreign matter. Welded edges shall be cleaned by sandblasting to a SSPC-5 white finish.

(d) Field Prime: All steel except underside of bottom shall receive one complete field prime coat, applied immediately after cleaning, as follows:

(1) Exterior Surfaces: Field prime shall be one complete coat of Koppers No. 621.

(2) Interior Surfaces: Field primer shall be one complete coat of Koppers No. 621.

(e) Erection Lugs: All erection lugs shall be ground smooth and even to surface of plates prior to priming.

1.11 Painting Exteriors: After field priming all exterior surfaces shall be finish field painted with two (2) coats of Koppers No. 5510 Bakelite Resin Enamel, Blue Aluminum #1546, or other color to be selected by the Owner, applied at the rate of 250 square feet per gallon and allowing 24 hours drying time between coats.

1.12 Interior Tank Coating:

(a) Surface Preparation: Surface preparation shall be in accordance with Paragraph 1.10 in that all interior surfaces shall receive one shop coat of Koppers No. 621.

(b) Materials and Application:

(1) Materials: Coating shall consist of three (3) coats of Kopper's No. 49 thick (black) applied at the rate of 180 square feet per gallon and allowing 48 hours drying time between each coat. Finished coating thickness shall not be less than 12 mils.

(c) Testing: After the coating has been applied, the coated surfaces shall be tested in the presence of the Engineer and a representative of the Inertol Company with an approved low voltage electrical holiday detector and an elcometer. Any defects, flaws or holidays in the coating shall be immediately repaired. The detector and elcometer shall be furnished by the Contractor. After completion, coating shall be certified correct by the Inertol Company.

1.13 Utilities: The Contractor shall furnish all utilities necessary for constructing the work.

1.14 Sterilizing: The Owner will sterilize the reservoir upon completion of all work by the Contractor; and before placing in service, in accordance with the requirements of the Georgia Department of Natural Resources, Environmental Protection Division.

1.15 Cleaning Up: Before the work is considered complete, all rubbish and unused material due to or connected with the construction must be removed from the premises and disposed of in a manner satisfactory to the Owner. Streets, curbs, crosswalks, pavements, sidewalks, fences and other private and public property disturbed or damaged shall be restored to their former condition and final payment will be withheld until such work is finished.

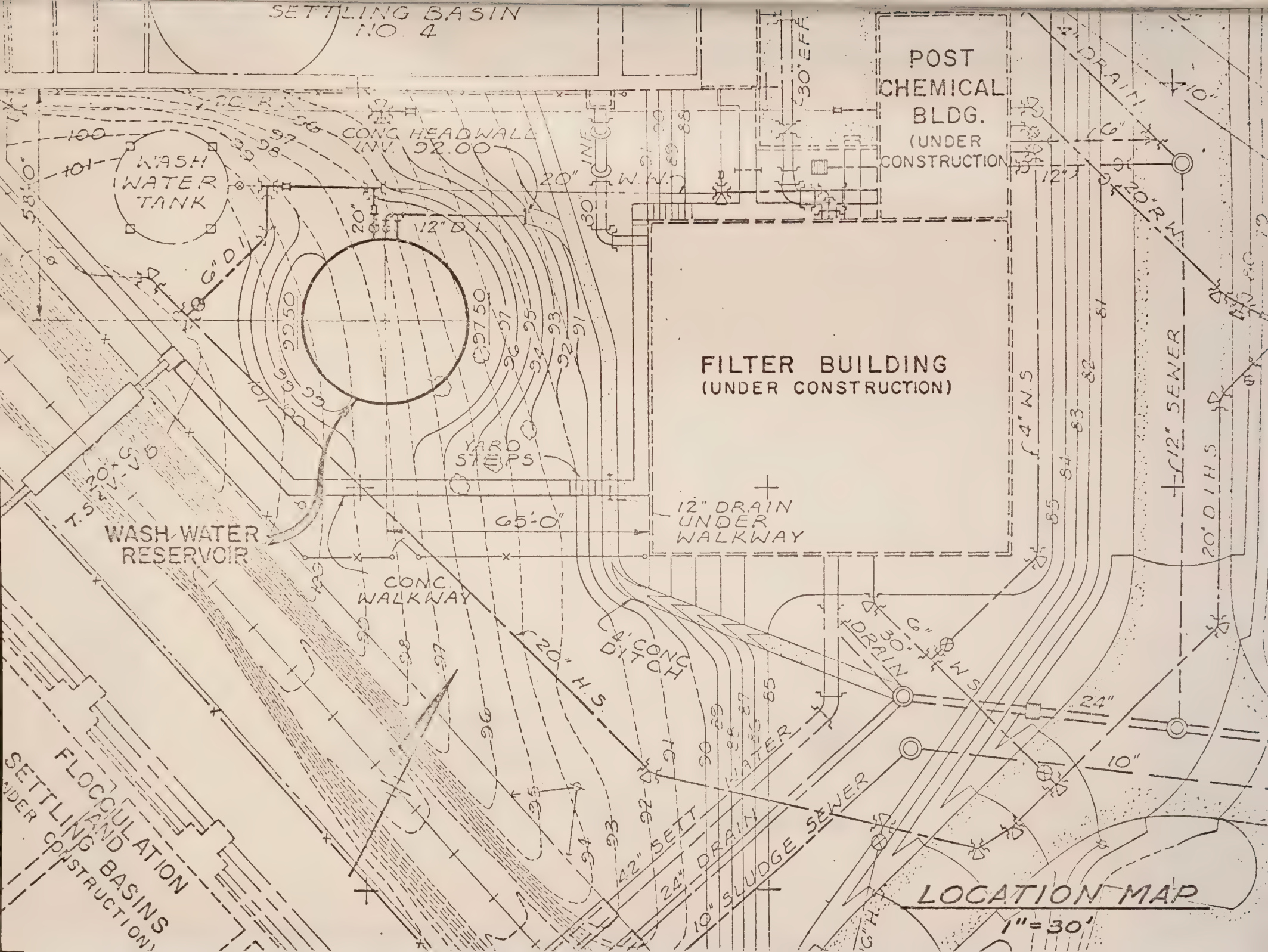
1.16 Guarantee: The Contractor shall guarantee the structure he erects under these Specifications to the extent he will repair any defects due to faulty design, workmanship or material which may appear for a period of one year after acceptance.

1.17 Terms of Payment: Payment will be made as follows:

60% upon delivery of all material at the site for reservoir.

30% upon completion of erection and satisfactory test for reservoir.

10% upon completion of painting and acceptance; upon certification by the Engineer that the work is satisfactory and in accordance with the Specifications.


SETTLING BASIN NO. 4
POST CHEMICAL BLDG. (UNDER CONSTRUCTION
WASH WATER TANK
CONC HEADWALL INV. 92.00
FILTER BUILDING (UNDER CONSTRUCTION)
YARD STEPS
12" DRAIN UNDER WALKWAY
65'-0"
WASH WATER RESERVOIR
CONC. WALKWAY
4' CONC DIT
20" H.S.
42" SETT
24" DRAIN
10" SLUDGE SEWER
12" SEWER
20" D I H.S.
24"
10"
LOCATION MAP
1"=30'
FLOCCULATION AND SETTLING BASINS UNDER CONSTRUCTION

Chicago Bridge & Iron Company

800 Jorie boulevard
Oak Brook, Illinois 60521

telex 253186 and 253056
cable CHIBRIDGE Oak Brook
telephone 312. 654 7000

May 16, 1978

City of Athens
City Hall
Athens, Georgia 30601

RE: INSURANCE IN CONNECTION
WITH YOUR CONTRACT FOR
ONE (1) 400,000 GALLON
SPHERICON STORAGE TANK
ATHENS, GEORGIA
CBI CONTRACT #81748

Gentlemen:

Chicago Bridge & Iron Company has self-insured Workmen's Compensation and Public Liability risks for bodily injury, property damage and similar risks for many years in the state where your job is located, except where the public liability risk arises out of the operation of a motor vehicle and we respectfully tender the following certificate:

WORKMEN'S COMPENSATION:
Attached hereto is a photostatic copy of the certificate authorizing us to act as self-insurers of the Workmen's Compensation risk in Georgia.

AUTOMOBILE PUBLIC LIABILITY:
Chicago Bridge & Iron Company insures the risk of bodily injury and property damage arising out of the operations of motor vehicles, with The Home Indemnity Company with a combined single limit of $1,000,000 for bodily injury and property damage. Coverage under the policy is comprehensive and includes all owned, non-owned and hired automobiles. Since we self-insure all other risks, we believe it unnecessary to furnish certificates of automobile insurance, but such certificates will be mailed to you upon request.

Chicago Bridge & Iron Company

COMPREHENSIVE PUBLIC LIABILITY INCLUDING CONTRACTOR'S CONTINGENT (PROTECTIVE), CONTRACTUAL AND COMPLETED OPERATIONS COVERAGE:

We act as self-insurers for this risk.

This self-insurance program covers liability for personal injuries, including death resulting therefrom, subject to limits of $ 150,000 per person, $ 300,000 per occurrence and for property damage subject to the limit of $ 150,000 per occurrence, $ 300,000 aggregate.

This letter is submitted in lieu of the purchase of insurance in connection with your above mentioned contract, but nothing in this letter shall limit or restrict or enlarge any liability assumed by us under the contract.

Ten (10) days' advance written notice of any change in or cancellation of this certificate will be sent by mail to:

City of Athens
City Hall
Athens, Georgia 30601

Very truly yours,

CHICAGO BRIDGE & IRON COMPANY

By J. P. O'Brien

J. P. O'Brien
Insurance Manager

md
enc.
cc: ATLANTA SALES/N. J. Acosta
cc: #81748

INS 16a REV 7-73

State of Georgia

INDUSTRIAL BOARD

Certificate of the Industrial Board of Georgia as to Employer's Compliance with Section 66 of "The Georgia Workman's Compensation Act," by Proof of Ability to pay Compensation Direct.

The Industrial Board of Georgia, hereby Certifies, That:

CHICAGO BRIDGE AND IRON COMPANY
(Name of employer)

of 1305 WEST 105th STREET, CHICAGO, ILLINOIS, engaged in the business of CONTRACTORS, ENGINEERS
(Address of employer)

AND ERECTORS OF FABRICATED PLATE WORK, at STATE OF GEORGIA
(Designate business) (Place of business)

being subject to the provisions of "The Georgia Workmen's Compensation Act," has complied with Section Sixty-six of said Act, and has made proof to the satisfaction of said Industrial Board that said employer has the financial ability to pay compensation direct in the amount and manner and when due, as provided in said Act, and has agreed to make a special deposit of the full amount of continuing liabilities as they are determined, as required by the Industrial Board, and has filed with said board an acceptable bond or made a deposit of security to secure the payment of such compensation liabilities as and when they are incurred.

This Certificate and right of Self Insurance granted thereunder shall remain in continuous force until revoked by the Industrial Board.

INDUSTRIAL BOARD

Attest: [illegible] (Secretary)

By Hal M. Stanley
HAL M. STANLEY (Chairman)

TABULATION OF BIDS

FOR CONSTRUCTING

WATER WORKS IMPROVEMENTS

400,000 GALLON STEEL GROUND STORAGE RESERVOIR

FOR

THE CITY OF ATHENS, GEORGIA

Bids received until 2:00 P.M., Local Time, March 23, 1978	
Bidder	Amount
Brown Steel Contractors Newnan, Georgia	$ 94,700
Caldwell Tanks, Inc. Louisville, Kentucky	99,584
Chicago Bridge and Iron Company Atlanta, Georgia	78,200
PDM Hydrostorage, Inc. Franklin, Tennessee	NO BID
Taylor Iron Works and Supply Company Macon, Georgia	129,905
Utility Service Company Madison, North Carolina	78,576

BARGE AND COMPANY, INC.

CONTRACTORS & ENGINEERS

290 14TH ST., N. W. TEL. 872-5893
ATLANTA, GEORGIA 30318

ALVIN BARGE, PRES.
JOE BAGGARLY, VICE PRES.
JOHN WAGENER, SEC. & TREAS.

March 20, 1978

Wiedeman & Singleton
1789 Peachtree Road, NE
Atlanta, GA 30309

Attention: Mr. C. Q. Nevitt

Reference: Athens Water Treatment Plant

Gentlemen:

We have attached an estimate for the wash water reservoir as shown on your Plans and Specifications dated January, 1978. We propose to furnish this work for seventy-eight thousand, seven hundred nineteen dollars and no cents ($78,719.00). If this work is desired please advise as soon as possible so that long lead time item may be placed on order. A thirty (30) day extension of contract time is requested to complete this work.

Yours very truly,

BARGE AND COMPANY, INC.

John H. Wagener

JHW:kr

Attachment

cc: Mr. Billy Travis

BARGE AND COMPANY, INC.

JOB NO. _____ PAGE NO. 1 OF 3

JOB NAME ATHENS WATER TREATMENT PLANT

JOB LOCATION _____ ESTIMATE SUMMARY

CODE NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	ESTIMATED SUB-CONTRACT COST	LABOR		MATERIAL		ESTIMATED TOTAL COST	LINE NO.
				ESTIMATED UNIT COST	ESTIMATED TOTAL COST	ESTIMATED UNIT COST	ESTIMATED TOTAL COST		
1	2	3	4	5	6	7	8	9	
	LAYOUT & ENGINEERING				1000.		—	1000.	1
	GRADING - CUT & FILL		700.		—		—	700.	2
	REMOVE TREES	5 EA.	225.		—		—	225.	3
	LOAD & HAUL TREES (TRUCK & TRACTOR)		260		—		—	260.	4
	CUT UP TREES (3 LABORERS & SAW)				155.		55.	211.	5
	HAND BACK FILL IN FOUNDATION (210 TONS 105 C.Y.)			15.00	1575.	5.00	1050.	2625.	6
	LOAD IN FILL MATERIAL	105 C.Y.	263.	2.50	—		—	263.	7
	SCREED	1134 S.F.		.20	227.		—	227.	8
	OIL-SAND FILL	20 TONS 15 C.Y.		30.00	450.	5.00	100.	550.	9
	MIXER RENTAL	L.S.			—		55.	55.	10
	OIL	275 GAL.				.60	165.	165.	11
	SCREED	2268 S.F.		.20	454.		—	454.	12
	HAUL IN FILL DIRT	200 C.Y.	600.	3.00	—		—	600.	13
	BACK FILL @ WALLS	50 C.Y.	150.	3.00 5.20	260.		—	400.	14
	TRENCH ROCK EXC @ FOUNDATION	26 C.Y.	3,900.	150.00	—		—	3,900.	15
	DIRT EXC	40 C.Y.	200.	5.00 2.00	80.		—	280.	16
	HAUL OFF ROCK	26 C.Y.	78.	3.00	—		—	78	17
	CLASS 'C' FOUNDATION	90. C.Y.		8.00	720.	23.00	2,070.	2,790.	18
	SCREED & FINISH	377 S.F.		.15	56.		—	53.	19
	R.I. STEEL	4 TONS.		150.00	600.	375.	1500.	2100.	20
	RING WALL - CONCRETE	38 C.Y.		10.00	380.	26.00	988.	1368.	21
	FORM - (ROUND)	1006 S.F.		3.00	3,018.	.80	805.	3823.	22
	WEEPS	3 EA.		3.00	9.	5.00	15.	24.	23
	BLOCK OUT - ROUND	132 L.F.		1.00	132.	1.00	132.	264.	24
	CHAMFER - 2" ROUND	132 L.F.		.40	53.	.20	26.	79.	25
	GROUT - NON SHRINK	132 L.F.		.30	40		30.	70.	26
	ANCHOR BOLTS	20 EA.		15.00	300.		—	300.	27
	SCREED & FINISH TOP	264 S.F.		.15	40.		—	40.	28
	VALVE BOX - CONCRETE	14 C.Y.		10.00	140.	26.00	364.	504.	29
	BLOCK OUT	545 S.F.		2.00	108.	.50	27.	135.	30
	FORM OPENINGS - ROUND	3 EA.		25.00	75.	5.00	15.	90.	31
	BRICK @ VALVE BOX		250.						32
			6,626.		9[illegible]		[illegible]	[illegible]	33

BARGE AND COMPANY, INC.

JOB NO. _____ PAGE NO. 2 OF 3

JOB NAME ATHENS WATER TREATMENT PLANT

JOB LOCATION _____ WASH WATER RECEIVER ESTIMATE SUMMARY

CODE NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	ESTIMATED SUB-CONTRACT COST	LABOR		MATERIAL		ESTIMATED TOTAL COST	LINE NO.
				ESTIMATED UNIT COST	ESTIMATED TOTAL COST	ESTIMATED UNIT COST	ESTIMATED TOTAL COST		
1	2	3	4	5	6	7	8	9	
	TESTING ON CONCRETE				—		350.	350.	1
	FORM BOTTOM	63 S.F		1.30	82.	.40	25.	107.	2
	FORM WALLS	330 S.F		3.00	990.	.60	198.	1188.	3
	S & F	190 S.F		.15	29		—	29.	4
	CURB	190 S.F.		.02	4.	.02	4.	8.	5
	KEY	42 L.F		.30	13	.30	13.	26.	6
	CONCRETE PIPE STANDS	3 EA		300.00	900.	50.00	150.	1050.	7
	RUB WALLS	395 S.F		1.00	395.		—	395.	8
	ROUGH RUB & REMOVE TIES	1072 S.F		.30	321.		—	321.	9
	HEAD WALL	L.S.	325.		—		—	325.	10
	6" PAD @ VALVES	L.S.			50.		20.	70.	11
	ADDITIONAL WALK	280 S.F.	378.	← 1.35	—		—	378.	12
	EXP. JT @ WALK, WALL	178 L.F		.25	45.	.25	45	90.	13
	CUT JOINT	250 L.F.	250.	← 1.00	—		—	250.	14
	SHAPE DITCH	L.S	35.		30.		—	65.	15
	STAIRS	L.S			160.		50	210.	16
	NOISINGS	8 EA.		3.00	24.		35.	59.	17
	D.I. PIPE	L.S.	9746.		—		6548.	16,294.	18
	MACHINE TIME FOR ABOVE	92 HRS.	5520.	← 60.00	—		—	5520.	19
	VALVES - GATE				—		1157.	1,157.	20
	VALVES - BUTTERFLY	1 EA			—		3232.	3232.	21
	M.J. ACCESSORIES				—		390.	390.	22
	SCRAP SURCHARGE ON PIPE				—		100.	100.	23
	EXC. DIRT @ PIPE	40 C.Y.	200.	← 5.00	80.		—	280.	24
	EXC. ROCK @ PIPE	36 C.Y	4,320.	← 120.00	—		—	4,320.	25
	HAUL OFF ROCK	36 C.Y	108.	3.00	—		—	108.	26
	HAUL IN DIRT	36 C.Y	108	3.00	—		—	108.	27
	BACK FILL @ PIPE	75 C.Y	150.	← 2.00 3.00	225.		—	375.	28
	BLOCKING PIPE	L.S.			600.		400.	1,000.	29
	SUPERVISION	8 WKS 1/2		500.	2000.		—	2000.	30
			21,190.		6148.		12,517.	39,855.	31
	FROM PAGE #1		6,626.		2853.		7397.	23,028.	32
	TOTAL		27,816.		16,011.		19,914.	63,741.	33

BARGE AND COMPANY, INC.

JOB NO. _____ PAGE NO. 3 OF 3

JOB NAME ATHENS WATER TREATMENT PLANT

JOB LOCATION _____ ESTIMATE SUMMARY

CODE NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	ESTIMATED SUB-CONTRACT COST	LABOR		MATERIAL		ESTIMATED TOTAL COST	LINE NO.
				ESTIMATED UNIT COST	ESTIMATED TOTAL COST	ESTIMATED UNIT COST	ESTIMATED TOTAL COST		
1	2	3	4	5	6	7	8	9	
									1
	SUB-TOTAL		27,555		16,011		1994	53,191	2
	26% TAX, INS. & FRINGE				4,163.		—	4163.	3
	4% SALES TAX				—		792	792.	4
			27,566.		20,174.		20,711.	68,451.	5
	15% O, H & P							10,268.	6
									7
								78,719.	8
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A. A. WICKLIFFE COMPANY, INC.
SALES ENGINEERS

6855 JIMMY CARTER BOULEVARD
SUITE 1275
NORCROSS, GEORGIA 30071
404-448-1515

February 13, 1978

Barge & Company
290 14th Street, N.W.
Atlanta, Georgia 30318

Attention: Mr. John H. Waggoner

Re: Athens, Georgia
Change Order - 20" Butterfly Valve
Henry Pratt Reference M-62S-1124

Gentlemen:

In response to your telephone request, we are pleased to offer the following:

One (1) - 20" Henry Pratt, Model 2M2, Rubber Seated Butterfly Valve, AWWA Class 150B, with extended bonnet having 7'-0" dimension from centerline valve to centerline of operating handwheel. Valve to be furnished with Philadelphia Gear HB Series manual handwheel operator having clockwise rotation to close.

Total net each . . . . . .$3,032.00.

Price: FOB factory/FFA Athens, Georgia.
Terms: Net 30 days.
Shipment: 12 to 14 weeks after approval or written authorization to proceed with manufacture.
Accessories: Mechanical joint accessories are not included.

Note: For 20" Valve to be duplicate of Henry Pratt F-8931-1, except for extended bonnet length, deduct . . . . . .$ 193.00.

Thank you for giving us the opportunity to submit this proposal. Please do not hesitate to contact us should you have any questions.

Very truly yours,

A. A. WICKLIFFE CO., INC.
Representing HENRY PRATT COMPANY

Ray E. Greene

REG/gm

AMERICAN
CAST IRON PIPE COMPANY
CAST AND DUCTILE IRON PIPE DIVISION

4" - 54" DUCTILE IRON PIPE AND FITTINGS
2" - 48" CAST IRON PIPE AND FITTINGS
AMERICAN DARLING VALVES AND HYDRANTS

DISTRICT OFFICE • 3785 NORTHEAST EXPRESSWAY • SUITE 111 • ATLANTA, GEORGIA 30340 • TEL 404/451 4505

J. D. SINGLETON
DISTRICT MANAGER

C. D. ALLEN
D. E. HALL
T. L. McCALL
J. D. THOMPSON
W. K. TINSLEY
J. F. WHELCHEL

March 15, 1978

Mr. John Wagener
Barge & Company
290 - 14th Street, N. W.
Atlanta, Georgia 30318

Dear Mr. Wagener:

ATHENS, GEORGIA
WATER TREATMENT PLANT
ORIGINALLY BID: 12/1/76

Confirming our recent telephone conversation, attached is a copy of our estimate for the additional pipe and fittings needed on this Reservoir. Prices shown are priced on the same basis as previously quoted in our quotation of November 19, 1976 and are subject to all terms and conditions as shown thereon.

At the present time there would be an additional surcharge to cover the increase in scrap since our quotation and at this time would amount to approximately $65.00. We would suggest that you add approximately $100.00 based on the normal lead time for manufacture and shipment as the scrap price is rising.

As you will note, no valve prices have been included and these should be included in your estimate, and if prices are needed on these, please advise.

Yours very truly,

AMERICAN CAST IRON PIPE COMPANY

John F. Whelchel

JFW/cl
Attachments

AMERICAN CAST IRON PIPE COMPANY

ESTIMATE FORM

PROJECT: Barge & Co Wash Water Reservoir DATE:

LOCATION: Athens, Georgia BID DATE:

F.O.B. FDY. F/A FRT. RATE PRICES: PIPE FTNG BY:

Quant.	Size and Description	Class	Unit Wt.	Total Wt.			List	Ton	Each	Total
	Drain & Overflow									
1	12" FLG·Flare Pipe, 12'-0", DI					N. I. C.				
2	12" FLG·FLG Pipe, 19'-6", DI	53				✓				
1	12" FLG·PE Pipe, 8'-6", DI	53				✓				
2	12" MJ Base 90° Ell DI					✓				
1	12" PE·PE Pipe 4'-0" lg	50				✓				
2	12" ✓ 7'-0" lg	50	285						99.06	
1	12" ✓ 2'-0" lg	50	82						43.43	
1	12" MJ 90° LR DI		300						252.54	
1	12" MJ PE MJ Tee DI		410						304.83	
40'	16" Fastite Pipe DI	50	41						9.95	
	Inlet									
1	20" PE·PE Pipe 5'-0" lg DI					N. I. C.				
1	20" MJ Base 90° Ell DI					✓				
1	20" PE·PE Pipe 3'-6" lg DI		322						134.06	
2	20"x6" MJ Tee DI		725						595.21	
1	20" PE·PE Pipe 2'-0" lg DI		184						98.44	
1	20" ✓ 5'-0" lg DI		460						167.10	
1	20" MJ Tee DI		1020						868.41	
1	20" MJ Sleeve, 15" lg DI		380						366.23	
40'	20" Fastite Pipe DI		92						20.42	
1	6" MJ Tee DI		125						107.50	
1	6" MJ 45° DI		75						59.25	
80'	6" Fastite Pipe DI	50	17						4.67	
1	20"x6" MJ TS & V DI								1169.00	
	TOTALS		12,058#						$6,547.73	

AMERICAN CAST IRON PIPE COMPANY

ESTIMATE FORM

PROJECT: BARGE & CO WASH WATER RESERVOIR DATE:

LOCATION: ATHENS, GEORGIA BID DATE:

F.O.B. FDY. F/A FRT. RATE PRICES: PIPE FTNG BY:

Mark	Quant.	Size and Description	Class	Unit Wt.	Total Wt.			List	Ton	Each	Total
		VALVES									
	2	6" AMER-DARLING #55 MJ GATE VALVE								175.00	
	1	12" AMER-DARLING #55 MJ GATE VALVE								532.00	
	1	20" AMER-DARLING MJ BUTTERFLY VALVE								2868.00	
	5	VALVE BOXES - SCREW OR SLIP TYPE ADJUSTABLE 36" TO 48"								55.80	

STEPHENSON ASSOCIATES
INCORPORATED
Est. 1881
Mechanical Contractors & Engineers
SCOTTDALE, GEORGIA 30079
294-1722
540 KENTUCKY STREET

February 14, 1978

Barge & Company, Inc.
290 14th Street, N. W.
Atlanta, Georgia 30318

Attn: Mr. John H. Wagener

RE: Wash Water Reservior Piping

Dear Mr. Wagener:

Stephenson Associates proposes to furnish the labor required to install the piping as detailed on the Wiedeman & Singleton drawing titled "Details of Foundations" for 400,000 gallon wash water reservior, Sheet 1 of 1 dated January 1978, under the same agreement as spelled out in our contract with you #44-772 for a lump sum price of $9,746.00.

This price does not include the following:

1. Ductile Iron Pipe & Fittings.
2. Valves.
3. Valve Boxes.
4. Excavation.
5. Hoisting (Crane or Backhoe)

A detailed cost breakdown is attached.

Very truly yours,

STEPHENSON ASSOCIATES, INC.

S.R. Brown

S. R. Brown,
Project Manager

SRB:ji

Enclosure

RE: WASH WATER RESERVOIR - PIPING
FEB. 14, 1978

SUMMARY

	SUB	LABOR	MATERIAL	TOTAL
1.		99.00		99.00
2.		2,953.00		2,953.00
3.		1,121.00		1,121.00
4.		186.00		186.00
5.		792.00		792.00
6.		99.00		99.00
7.		1,188.00		1,188.00
8.		50.00	250.00	300.00
9.	235.00			235.00
	$235.00	$ 6,488.00	$ 250.00	$ 6,973.00
+16.5% LABOR, TAXES & INS. APPLIED TO LABOR ONLY		1,071.00		1,071.00
4% SALES TAX ON MATERIAL ONLY			10.00	10.00
	$235.00	$ 7,559.00	$ 260.00	$ 8,054.00
		+10% OVERHEAD		$ 806.00
				$ 8,860.00
		+10% PROFIT		886.00
		TOTAL		$ 9,746.00

STEPHENSON ASSOCIATES, INC.
540 KENTUCKY ST.
SCOTTDALE, GA. 30079
S. R. BROWN

Re: WASH WATER RESERVOIR - PIPING

STEPHENSON ASSOCIATES, INC.
2/14/78
LUMP SUM TOTAL $ 9,746

COST BREAKDOWN

1. INSTALLATION LABOR FOR 20X6 T.S. & V.		$ 99.00
2. LABOR FOR ALL MECHANICAL JOINT MAKE-UP		$2,953.00
3. LABOR FOR HOISTING (WITH CRANE AND/OR BACKHOE)		$1,121.00
4. INSTALLATION OF VALVE BOXES		$ 186.00
5. TIE-IN INTO 20" DIA. LINE		$ 792.00
6. HOT-TAP PREPARATION AND ASSISTANCE		$ 99.00
7. HYDROSTATIC TESTING		$1,188.00
8. GRINNELL HARNESS SET AND MISCELLANEOUS MATERIAL	$250 - LABOR	$ 50.00
9. 6" TAP FEE		$ 235.00

STEPHENSON ASSOCIATES, INC.
540 KENTUCKY ST.
SCOTTDALE, GA. 30079
S. R. BROWN

ADDENDUM NO. ONE

TO

PLANS AND SPECIFICATIONS

FOR

CONSTRUCTING WATER WORKS IMPROVEMENTS

400,000 GALLON STEEL GROUND STORAGE RESERVOIR

FOR

THE CITY OF ATHENS, GEORGIA

Bids received until 2:00 P.M., March 23, 1978.

ALL BIDDERS SHALL FILE A COPY OF THIS ADDENDUM NOTICE WITH THEIR PROPOSAL. PLANS AND SPECIFICATIONS ISSUED FOR THIS PROJECT ARE HEREBY AMENDED IN ACCORDANCE WITH THE ADDENDA HEREIN STATED. ALL PROPOSALS WILL BE SUBJECT TO THE PROVISIONS OF THESE ADDENDA.

SPECIFICATIONS	ADDITIONS AND CORRECTIONS
Add Paragraph	1.06(f) Furnish and install depth gauge board constructed of fiberglass. Gauge to be one-half of full scale.
Add Paragraph	1.06(g) Provide two (2) shell manholes, opposite one another, with minimum clear opening of 24-inches.
Page 1-4 Paragraph 1.14	Add sentence - Sterilization to be in accordance with "Rules for Safe Drinking Water - Chapter 391-3-5."

WIEDEMAN AND SINGLETON
ENGINEERS
ATLANTA, GEORGIA

MARCH 6, 1978

Chicago Bridge & Iron Company

Lenox towers, suite 535
3400 Peachtree road, n e
Atlanta, Georgia 30326

telephone 404. 261 1194

April 24, 1978

City of Athens
City Hall
Athens, Georgia 30601

ATTENTION: Mr. W. T. Cook,
Administrative Assistant

REFERENCE: Contract Documents
400,000 Gallon Ground Storage Reservoir
City of Athens, Georgia

Gentlemen:

Enclosed with this letter please find seven (7) copies of the Specification booklets on the above referenced project which we are forwarding to you for execution per instructions from Wiedeman & Singleton. CBI has executed the Agreement, Payment and Performance Bonds per their instructions. All of these documents have been left undated, including all of the attached Powers-of-Attorney. Please be sure that all of these documents are properly dated when executed by the City. Certificates of Insurance will be forwarded as soon as possible after receipt of the signed contracts by CBI.

We look forward to receiving our copies of the executed contracts at your convenience and to providing this storage tank for the City. If you have any questions, please contact us.

Very truly yours,

CHICAGO BRIDGE & IRON COMPANY

N. J. Acosta

N. J. Acosta
Contracting Engineer

NJA:pje
Enclosures

cc: Wiedeman & Singleton Engineers
1789 Peachtree Road, NE
Atlanta, Georgia 30309
ATTN: Mr. C. Q. Nevitt

I, D. H. CRAIGMILE, do hereby certify that I am the Secretary of CHICAGO BRIDGE & IRON COMPANY, an Illinois corporation, and that as such officer I am duly authorized to make this certificate in behalf of that corporation.

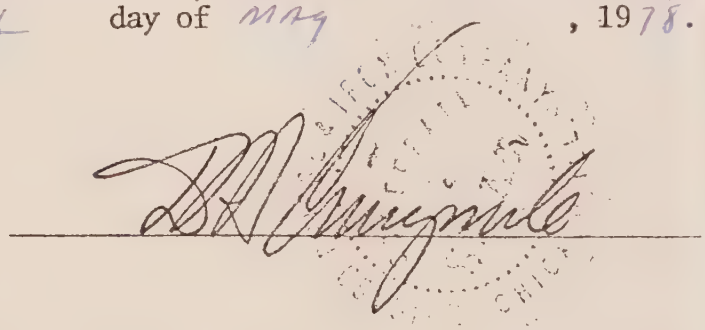
I further certify that a meeting of the Board of Directors of Chicago Bridge & Iron Company was duly called and was held in accordance with the by-laws of that corporation on October 4, 1977, and at that meeting a quorum was present throughout the meeting and the following resolution was unanimously adopted:

> RESOLVED, that any one of the following, namely, the Chairman of the Board or the President or any vice president of Chicago Bridge & Iron Company, or the Manager-Contracting Services, or any district sales manager or contracting engineer heretofore or hereafter appointed by Chicago Bridge & Iron Company, shall be and he is hereby authorized to sign in the name and on behalf of Chicago Bridge & Iron Company bids, proposals, non-collusion certificates (with respect to which Chicago Bridge & Iron Company shall be subject to the provisions of any law prescribing penalties for inaccuracy or misstatement), bonds and contracts for materials to be furnished or work to be done by Chicago Bridge & Iron Company and also to sign other documents required in connection therewith.

I further certify that the foregoing resolution is in full force and effect and that C. D. Strickland is a District Sales Manager of Chicago Bridge & Iron Company and Nelson J. Acosta is a contracting engineer/~~xxxxxxxxxxxxxxxxxxxxxxxxxx~~ of Chicago Bridge & Iron Company.

This certificate shall remain in full force and effect for ninety days from the date it bears, unless sooner revoked, but no such revocation shall be effective as to anyone dealing with any individual named in this certificate in reliance hereon unless written notice of such revocation has been received by the person so relying on this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of Chicago Bridge & Iron Company this 2nd day of May, 1978.



I, D. H. CRAIGMILE, do hereby certify that I am the Secretary of CHICAGO BRIDGE & IRON COMPANY, an Illinois corporation, and that as such officer I am duly authorized to make this certificate in behalf of that corporation.

I further certify that a meeting of the Board of Directors of Chicago Bridge & Iron Company was duly called and was held in accordance with the by-laws of that corporation on October 4, 1977, and at that meeting a quorum was present throughout the meeting and the following resolution was unanimously adopted:

> RESOLVED, that any one of the following, namely, the Chairman of the Board or the President or any vice president of Chicago Bridge & Iron Company, or the Manager-Contracting Services, or any district sales manager or contracting engineer heretofore or hereafter appointed by Chicago Bridge & Iron Company, shall be and he is hereby authorized to sign in the name and on behalf of Chicago Bridge & Iron Company bids, proposals, non-collusion certificates (with respect to which Chicago Bridge & Iron Company shall be subject to the provisions of any law prescribing penalties for inaccuracy or misstatement), bonds and contracts for materials to be furnished or work to be done by Chicago Bridge & Iron Company and also to sign other documents required in connection therewith.

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This certificate shall remain in full force and effect for ninety days from the date it bears, unless sooner revoked, but no such revocation shall be effective as to anyone dealing with any individual named in this certificate in reliance hereon unless written notice of such revocation has been received by the person so relying on this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of Chicago Bridge & Iron Company this 2nd day of May, 1978.

D. H. Craigmile

May 4, 1978

Mr. N. J. Acosta
Contracting Engineer
Chicago Bridge & Iron Company
Lenox Towers, Suite 535
3400 Peachtree Road, N. E.
Atlanta, Georgia 30326

Dear Mr. Acosta:

I am enclosing an executed copy of our contract with you for the 400,000 gallon ground storage reservoir.

By copy of this letter I am asking Wiedeman and Singleton, our engineers, to issue a notice to proceed at such time as they deem appropriate taking into consideration other construction on the site.

Sincerely,

William T. Cook, Jr.
Administrative Ass't. to Mayor

WTC:sm
cc: Wiedeman & Singleton Engineers w/cy contract
Lamar Pittard w/cy contract
Ben Williams w/cy contract
Jack Gray w/cy contract

May 4, 19--

Chicago Bridge & Iron Company
Denox Tower, Suite 580

I am enclosing an executed copy of our contract with you for the 400,000 gallon ground storage reservoir.

My copy of this letter I am asking Wiedeman and Singleton, our engineers, to issue a notice to proceed at such time as they deem appropriate taking into consideration other construction on the site.

cc: Wiedeman & Singleton Engineers w/cy contract
Lamar Tilford w/cy contract
Ben Williams w/cy contract
Jack Gray w/cy contract

Chicago Bridge & Iron Company

800 Jorie boulevard
Oak Brook, Illinois 60521

telex 253186 and 253056
cable CHIBRIDGE Oak Brook
telephone 312. 654 7000

May 16, 1978

City of Athens
City Hall
Athens, Georgia 30601

RE: INSURANCE IN CONNECTION
WITH YOUR CONTRACT FOR
ONE (1) 400,000 GALLON
SPHERICON STORAGE TANK
ATHENS, GEORGIA
CBI CONTRACT #81748

Gentlemen:

Chicago Bridge & Iron Company has self-insured Workmen's Compensation and Public Liability risks for bodily injury, property damage and similar risks for many years in the state where your job is located, except where the public liability risk arises out of the operation of a motor vehicle and we respectfully tender the following certificate:

WORKMEN'S COMPENSATION:
Attached hereto is a photostatic copy of the certificate authorizing us to act as self-insurers of the Workmen's Compensation risk in Georgia.

AUTOMOBILE PUBLIC LIABILITY:
Chicago Bridge & Iron Company insures the risk of bodily injury and property damage arising out of the operations of motor vehicles, with The Home Indemnity Company with a combined single limit of $1,000,000 for bodily injury and property damage. Coverage under the policy is comprehensive and includes all owned, non-owned and hired automobiles. Since we self-insure all other risks, we believe it unnecessary to furnish certificates of automobile insurance, but such certificates will be mailed to you upon request.

Chicago Bridge & Iron Company

COMPREHENSIVE PUBLIC LIABILITY INCLUDING CONTRACTOR'S CONTINGENT (PROTECTIVE), CONTRACTUAL AND COMPLETED OPERATIONS COVERAGE:

We act as self-insurers for this risk.

This self-insurance program covers liability for personal injuries, including death resulting therefrom, subject to limits of $ 150,000 per person, $ 300,000 per occurrence and for property damage subject to the limit of $ 150,000 per occurrence, $ 300,000 aggregate.

This letter is submitted in lieu of the purchase of insurance in connection with your above mentioned contract, but nothing in this letter shall limit or restrict or enlarge any liability assumed by us under the contract.

Ten (10) days' advance written notice of any change in or cancellation of this certificate will be sent by mail to:

City of Athens
City Hall
Athens, Georgia 30601

Very truly yours,

CHICAGO BRIDGE & IRON COMPANY

By J. P. O'Brien

J. P. O'Brien
Insurance Manager

md
enc.
cc: ATLANTA SALES/N. J. Acosta
cc: #81748

INS 16a REV 7-73

State of Georgia

INDUSTRIAL BOARD

Certificate of the Industrial Board of Georgia as to Employer's Compliance with Section 66 of "The Georgia Workman's Compensation Act," by Proof of Ability to pay Compensation Direct.

The Industrial Board of Georgia, hereby Certifies, That:

CHICAGO BRIDGE AND IRON COMPANY
(Name of employer)

of 1305 WEST 105th STREET, CHICAGO, ILLINOIS, engaged in the business of CONTRACTORS, ENGINEERS
(Address of employer)

AND ERECTORS OF FABRICATED PLATE WORK, at STATE OF GEORGIA
(Designate business) (Place of business)

being subject to the provisions of "The Georgia Workmen's Compensation Act," has complied with Section Sixty-six of said Act, and has made proof to the satisfaction of said Industrial Board that said employer has the financial ability to pay compensation direct in the amount and manner and when due, as provided in said Act, and has agreed to make a special deposit of the full amount of continuing liabilities as they are determined, as required by the Industrial Board, and has filed with said Board an acceptable bond or made a deposit of security to secure the payment of such compensation liabilities as and when they are incurred.

This Certificate and right of Self-Insurance granted thereunder shall remain in continuous force until revoked by the Industrial Board.

INDUSTRIAL BOARD

Attest: [illegible] (Secretary)

By [illegible]
RAL H. STATLEY (Chairman)

Wm. J. Greene, Jr.
John H. Wiedeman
T. W. Wiedeman

C. C. Burnett
Thomas Hallowes
C. C. King
R. E. Mills
C. O. Nevitt
W. E. Williams

WIEDEMAN AND SINGLETON
ENGINEERS
1789 Peachtree Road. N.E. Atlanta, Georgia 30309
404: 876-5862

May 19, 1978

Chicago Bridge & Iron Company
Lenox Towers, Suite 535
3400 Peachtree Road, N. E.
Atlanta, Georgia 30326

Attention: Mr. N. J. Acosta

Re: 400,000 Gallon Stand Pipe
Athens, Georgia

Gentlemen:

You are directed to begin work on the above referenced project on or before May 24, 1978 from which time 180 consecutive calendar days are allowed for completion.

Please notify the engineer of the time when you expect to start site work.

Very truly yours,

WIEDEMAN AND SINGLETON

Billy R. Travis

Billy R. Travis

BRT:tk
cc: Mr. W. T. Cook
Mr. Ben Williams
Mr. Ralph Carter
Mr. Jack Gray
Mr. Paul Tompkins
Mr. John Wagner

May 10, 1978

Mr. N. J. Acosta
Contracting Engineer
Chicago Bridge & Iron Company
Lenox Towers, Suite 535
3400 Peachtree Road, N. E.
Atlanta, Georgia 30326

Re: Water Works Improvements
400,000 Gallon Wash Water Tank
Athens, Ga. - CBI Contract 81748

Dear Mr. Acosta:

I am happy to provide you the information concerning the financial arrangements for funding the construction and installation of the 400,000 gallon wash water tank at our Water Filter Plant.

To begin with, the rating of the City of Athens is "A" for the purposes of selling water and sewer revenue certificates. A five million dollar issue was sold in 1975. This issue was handled by Robinson and Humphrey Company, Inc. and the law firm of King and Spalding, Atlanta, Georgia. This issue along with 3-1/2 million dollar Community Development block grant is being used to expand the capacity of our Water Filter Plant and Water Distribution System.

I am enclosing a certification by the Treasurer of the City of Athens. If you need further information, let me know.

Sincerely,

William T. Cook, Jr.
Administrative Ass't. to Mayor

WTC:sm
Encl.

Chicago Bridge & Iron Company

Lenox towers, suite 535
3400 Peachtree road, n e
Atlanta, Georgia 30326

telephone 404. 261 1194

May 8, 1978

City of Athens
City Hall
Athens, Georgia 30601

ATTENTION: Mr. W. T. Cook, Jr.
Administrative Assistant

REFERENCE: WATER WORKS IMPROVEMENTS
400,000 GALLON WASH WATER TANK
CITY OF ATHENS
CBI CONTRACT 81748

Gentlemen:

This letter will acknowledge receipt of and thank you for your recent transmittal to CBI of one fully executed copy of the contract documents on the above referenced project.

In order to complete our formal processing of this contract, CBI requests your assistance in the following matter. As you may know, normal sources of credit information are generally unavailable on municipalities and other public authorities. We respectfully request that the City of Athens provide CBI with a statement of funding on this project. If you could provide a brief written statement advising the nature of the financial arrangements which the City has made for this work, we would be most appreciative.

We thank you for your award of this work to CBI and we look forward to providing this structure for the City of Athens. We look forward to your reply.

Very truly yours,

CHICAGO BRIDGE & IRON COMPANY

N. J. Acosta

N. J. Acosta
Contracting Engineer

NJA:pje

cc: Wiedeman & Singleton Engineers
1789 Peachtree Road, N.E.
Atlanta, Georgia 30309
ATTENTION: Mr. C.Q. Nevitt

Wm. J. Greene, Jr.
John H. Wiedeman
T. W. Wiedeman

C. C. Burnett
Thomas Hallowes
C. C. King
R. E. Mills
C. Q. Nevitt
W. E. Williams

WIEDEMAN AND SINGLETON
ENGINEERS
1789 Peachtree Road, N.E. Atlanta, Georgia 30309
404: 876-5862

October 17, 1978

Mr. William T. Cook
Administrative Assistant
City of Athens
City Hall
Athens, Georgia 30601

Re: Water Works Improvements
400,000 Gallon Ground Storage
Reservoir
Athens, Georgia

Dear Mr. Cook:

We are enclosing three (3) approved copies of Estimate No. 2 as submitted by Chicago Bridge and Iron Company for work completed during the current period. This estimate is approved for payment in the amount of $23,460.00.

If this estimate meets with your approval, please place in channels for payment. Enclose one (1) copy of approved estimate with payment.

Very truly yours,

WIEDEMAN AND SINGLETON, INC.

C. Q. Nevitt

CQN:tk
Enclosures

Chicago Bridge & Iron Company
p o box 277
Birmingham, Alabama 35201

twx 810 733 3654
telephone 205. 595 1191

November 2, 1978

WEIDEMAN & SINGLETON ENGINEERS
1789 Peachtree Road, N. E.
Atlanta, Georgia 30309

Attention: Mr. C. Q. Nevitt

RE: CITY OF ATHENS
HYDRO TESTING & PAINTING
ORDER NO. A75
CBI CONTRACT 81748
ONE 40'Ø x 44' HWL SPHERICON ROOF TANK
ATHENS, GEORGIA

1A044

Dear Mr. Nevitt:

CBI finished the construction portion of the above referenced contract on 10/6/78. Due to piping not being available for the bottom connections, the hydrostatic test could not be performed. Consequently, CBI cannot do the painting on the tank until the water test has been completed.

Since this is a penalty contract, CBI is available to do hydro testing and painting upon notification from you office or Mr. Ralph Carter in Athens. We assume that the time involved waiting on the piping to complete will be added to the contract's end or penalty date of 11/20/78.

In the meantime, if you have any questions pertaining to this contract, please contact me.

Yours very truly

William J. Almond
WILLIAM J. ALMOND
Contract Supervisor

mfc

January 3, 1979

Mr. N. J. Acosta
Contracting Engineer
Chicago Bridge & Iron Company
Lenox Towers, Suite 535
3400 Peachtree Road, N. E.
Atlanta, Georgia 30326

Dear Mr. Acosta:

There is enclosed an approved copy of Change Order No. 1 to our contract with you for the installation of a 400,000 gallon ground steel storage reservoir.

This Change Order is approved based on the admitted contract omission by Wiedeman and Singleton and the fact that we will receive a credit of $1,100 for the deletion of paint in flocculation basin on Change Order No. 8 for Barge's contract.

Sincerely,

William T. Cook, Jr.
Administrative Ass't. to Mayor

WTC:sm
cc: Wiedeman & Singleton w/cy Change Order
Barge & Co. " " "
Ben Williams " " "
Jack Gray " " "
Lamar Pittard " " "

CITY OF ATHENS

CONTRACT MODIFICATION

Change Order Request No. I Project No. _____

Date: December 4, 1978 Location: Athens, Georgia

Type: Wash Water Tank

Description of Change: Add a sump in the bottom of the 400,000 gallon wash water tank.

Itemization of Proposed Change and Basis for Payment

Original Contract Amount	$78,200.00
Change Order No. I	975.00
Revised Contract Amount	$79,175.00

Extension of Contract Time Required: _____

This Change is Acceptable; CHICAGO BRIDGE & IRON COMPANY, Contractor

By: Nelson J. Acosta
CONTRACTING ENGINEER

Recommended: WIEDEMAN AND SINGLETON, ENGRS., Engineers

By: Billy P. Travis

Approval of Change is Requested: _____, Owner

By: _____

City of Athens, Georgia

H. L. Pittard, City Engineer

PUBLIC WORKS DEPARTMENT

Ben Williams, Asst. City Engineer

December 20, 1978

MEMO TO: Billy Cook

FROM: Ben Williams BHW

SUBJECT: Water Filter Plant Wash Water Tank Change Order

Attached are copies of Change Order Number 1 for the contract with Chicago Bridge and Iron Company. Amount of Change Order is $975.00 for the addition of a sump in the bottom of the 400,000-gallon wash water tank.

The Change Order is necessary because the bid document furnished to Chicago Bridge and Iron did not show a sump while the foundation plans furnished to Barge Construction Company did show a sump. The mistake was not discovered until the foundation work was complete.

My recommendation would be to approve the Change Order based on the admitted contract omission by Wiedeman and Singleton and the fact that we received a credit of $1,100 for the deletion of paint in flocculation basin on Change Order Number VIII for Barge's contract.

BW:bp

Attach.

Attached Change Order w/Barge Re Water Filter plant is in order for approval WTC

6 copies

Wm. J. Greene, Jr.
John H. Wiedeman
T. W. Wiedeman

C. C. Burnett
Thomas Hallowes
C. C. King
R. E. Mills
C. Q. Nevitt
W. E. Williams

WIEDEMAN AND SINGLETON
ENGINEERS
1789 Peachtree Road. N.E. Atlanta, Georgia 30309
404: 876-5862

December 11, 1978

Mr. Ben Williams
Assistant City Engineer
City of Athens
Athens, Georgia 30601

Re: Wash Water Tank
Athens, Georgia

Dear Mr. Williams:

Enclosed are ten (10) copies of change order number 1 for the above referenced project. The work was necessary for the project and we recommend acceptance of the proposal.

Very truly yours,

WIEDEMAN AND SINGLETON, INC.

Billy R. Travis

Billy R. Travis

BRT:tk
Enclosures

CITY OF ATHENS

OFFICE OF THE MAYOR
ATHENS, GEORGIA

UPSHAW C. BENTLEY, JR., *Mayor*

January 3, 1979

Mr. N. J. Acosta
Contracting Engineer
Chicago Bridge & Iron Company
Lenox Towers, Suite 535
3400 Peachtree Road, N. E.
Atlanta, Georgia 30326

Dear Mr. Acosta:

There is enclosed an approved copy of Change Order No. 1 to our contract with you for the installation of a 400,000 gallon ground steel storage reservoir.

This Change Order is approved based on the admitted contract omission by Wiedeman and Singleton and the fact that we will receive a credit of $1,100 for the deletion of paint in flocculation basin on Change Order No. 8 for Barge's contract.

Sincerely,

William T. Cook, Jr.
Administrative Ass't. to Mayor

WTC:sm
cc: Wiedeman & Singleton w/cy Change Order
Barge & Co. " " "
Ben Williams " " "
Jack Gray " " "
Lamar Pittard " " "

CITY OF ATHENS

CONTRACT MODIFICATION

Change Order Request No. I Project No. _____

Date: December 4, 1978 Location: Athens, Georgia

Type: Wash Water Tank

Description
of Change: Add a sump in the bottom of the 400,000 gallon wash water tank.

Itemization of Proposed Change and Basis for Payment

Original Contract Amount	$78,200.00
Change Order No. I	975.00
Revised Contract Amount	$79,175.00

Extension of Contract Time Required: _____

This Change is Acceptable; CHICAGO BRIDGE & IRON COMPANY, Contractor

By: Nelson J. Acosta
CONTRACTING ENGINEER

Recommended: WIEDEMAN AND SINGLETON, ENGRS., Engineers

By: Billy R. Travis

Approval of Change is Requested: _____, Owner

By: _____

CITY OF ATHENS

CONTRACT MODIFICATION

Change Order Request No. II Project No. _____

Date: February 8, 1979 Location: Athens, Georgia

Type: Wash Water Tank

Description of Change: Time extension for reasons described in attached letter.

Contract Amount $79,175.00

Extension of Contract Time Required: 105 days

This Change is Acceptable; CHICAGO BRIDGE & IRON COMPANY, Contractor

By: Nelson J. Acosta
CONTRACTING ENGINEER

Recommended: WIEDEMAN AND SINGLETON, ENGRS., Engineers

By: Billy R. Travis

Approval of Change is Requested: _____, Owner

By: _____

022-50-650

Chicago Bridge & Iron Company

Lenox towers, suite 535
3400 Peachtree road, n e
Atlanta, Georgia 30326

telephone 404. 261 1194

February 5, 1979

Wiedeman & Singleton, Inc.
1789 Peachtree Road, N.E.
Atlanta, Georgia 30309

Attention: Mr. B. R. Travis

REFERENCE: 400,000 Gal. Wash Water Tank
City of Athens, Georgia
CBI Contract 81748

Gentlemen:

On November 2, 1978 CBI advised by letter from our Mr. W. J. Almond that we had completed erection of this tank on October 6, 1978. At that time piping was not completed to the tank to allow filling for hydrostatic test and that because of the specification requirements, CBI could not paint the structure until such hydrostatic testing had been completed. We requested at that time that we be notified when the tank had been connected to a source of water and filled for test and we also advised that we expected the waiting time involved from completion of erection until such notification to be added to the time for completion of this work.

By verbal notification from your Mr. Paul Tompkins on January 19, 1979 CBI was advised that the tank had been filled and testing completed and was available for painting. Our paint crew began painting in the field on January 22, 1979.

As originally issued, the Notice to Proceed indicated a penalty date of November 20, 1978. We respectfully request that the time period from October 6, 1978 until January 19, 1979, a period of 105 calendar days, be added by Change Order to the time for completion of this work, resulting in a revised penalty date of March 5, 1979.

Thank you for your cooperation in the above matter and if you have any questions concerning this transmittal, please contact us.

Very truly yours,

CHICAGO BRIDGE & IRON COMPANY

Don Strickland

or N. J. Acosta
Contracting Engineer

NJA:js

Wm. J. Greene, Jr.
John H. Wiedeman
T. W. Wiedeman

C. C. Burnett
Thomas Hallowes
C. C. King
R. E. Mills
C. Q. Nevitt
W. E. Williams

WIEDEMAN AND SINGLETON
ENGINEERS
1789 Peachtree Road, N.E. Atlanta, Georgia 30309
404: 876-5862

February 26, 1979

Mr. Ben Williams
Assistant City Engineer
City of Athens
City Hall
Athens, Georgia 30601

Re: Water Works Improvements
Wash Water Tank
Athens, Georgia

Dear Mr. Williams:

For your information and files, we enclose the original of the Certification of Compliance For Inspection Requirements of the AWWA Appendix "C" Code.

Yours very truly,

WIEDEMAN AND SINGLETON, INC.

C. Q. Nevitt

CQN:yj
Enclosure
cc: Mr. Bill Travis

022-50-650

81748

CERTIFICATION TO PURCHASER OF COMPLIANCE WITH AWWA INSPECTION REQUIREMENTS UNDER APPENDIX C

To Wiedeman & Singleton Enginers For City of Athens, Georgia
(NAME AND ADDRESS OF PURCHASER OR OWNER)
1789 Peachtree Rd. N.E.
Atlanta, Georgia 30309

Gentlemen:

We hereby certify that the Wash Water Reservoir
(STANDPIPE OR RESERVOIR)

constructed for you at Athens, Georgia
(LOCATION OF STANDPIPE OR RESERVOIR)

and described as follows: 400,000 Gallon 40'Ø x 44'-6 High Water Line
(DIMENSIONS, CAPACITY AND TYPE OF STRUCTURE)
Spericon Roof Tank

has been designed, fabricated, erected, and inspected in accordance with all of the requirements of Appendix C of American Water Works Association Standard D100, entitled "AWWA Standard for Steel Tanks–Standpipes, Reservoirs, and Elevated Tanks–for Water Storage" and that the results of all such inspections, radiographs, and other tests indicate that the standpipe or reservoir fully complies with all of the requirements of Appendix C.

CHICAGO BRIDGE & IRON COMPANY

William J. Edmond
(AUTHORIZED REPRESENTATIVE)

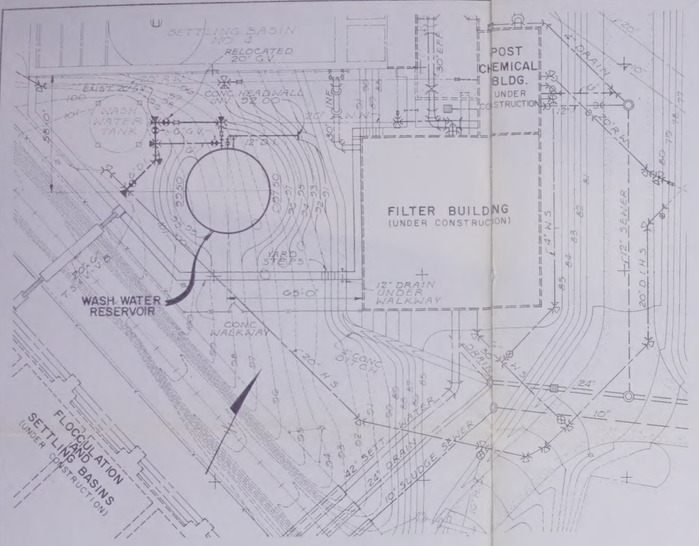
2/21/79
(DATE)

County of Jefferson
State of Alabama
} ss:

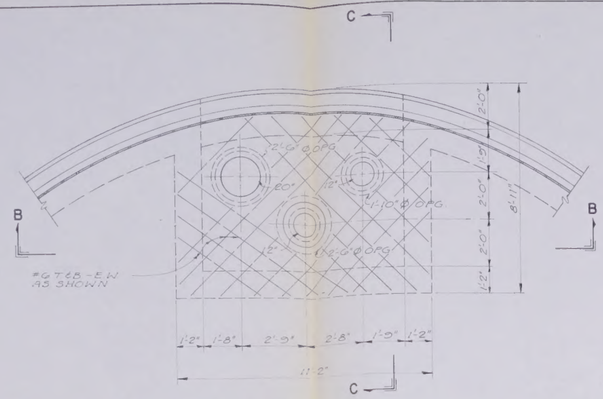
Acknowledged and sworn to before me this 21st day of Feb, 1979.

Peggy Rogers
NOTARY PUBLIC

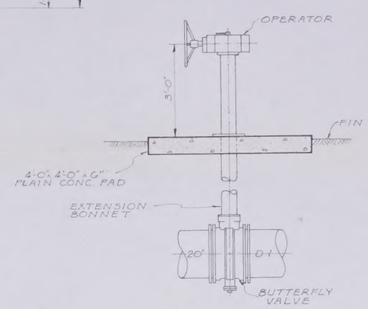
GO 471



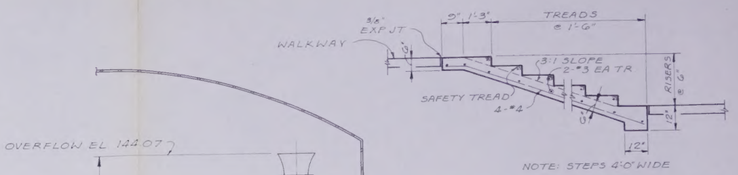
LOCATION MAP
1"=30'



TOP PLAN
3/8"=1'-0"

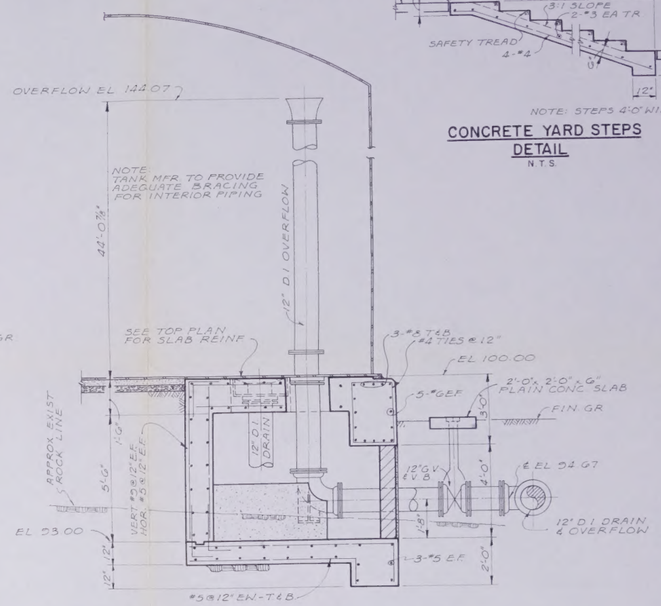


BUTTERFLY VALVE INSTALLATION DETAIL
N.T.S.

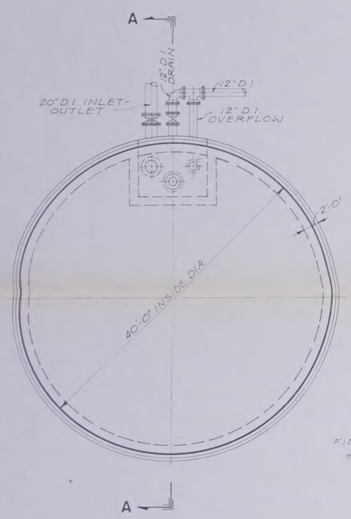


NOTE: STEPS 4'-0" WIDE

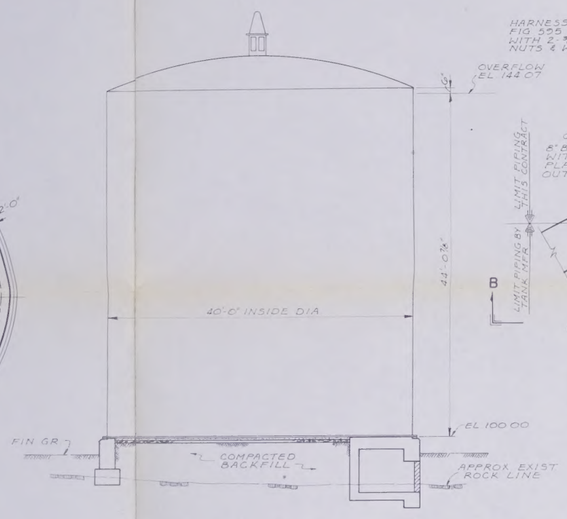
CONCRETE YARD STEPS DETAIL
N.T.S.



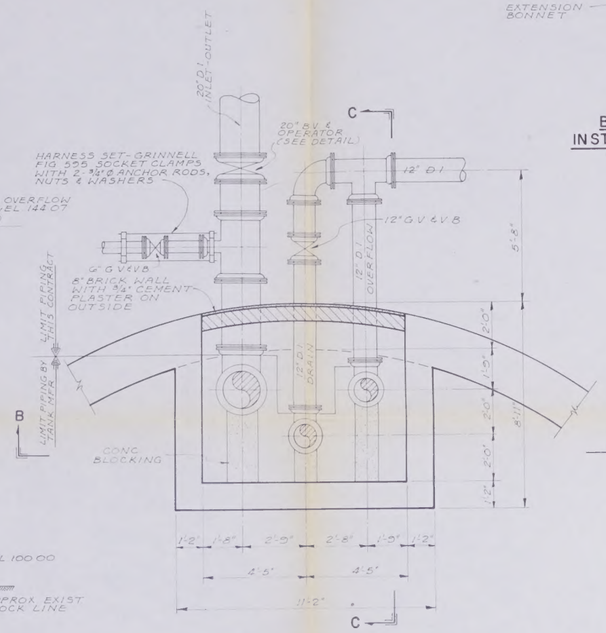
SECTION C-C
3/8"=1'-0"



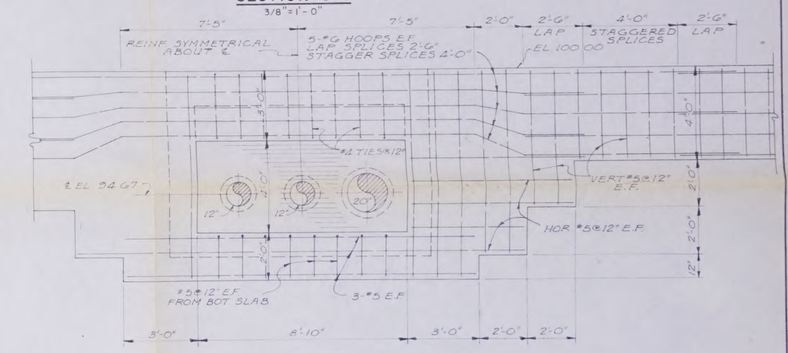
PLAN
1/8"=1'-0"



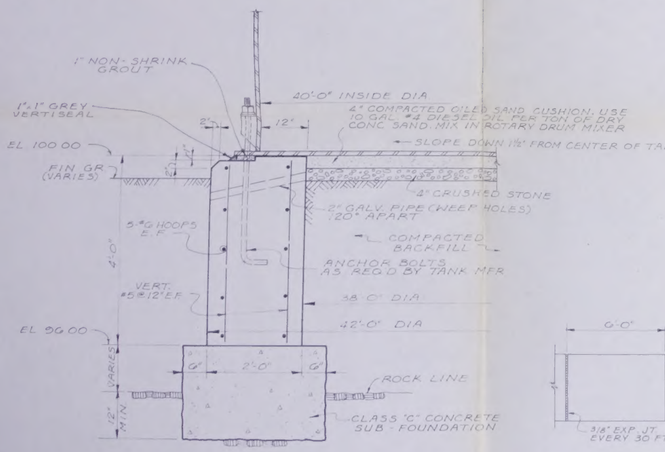
SECTION A-A
1/8"=1'-0"



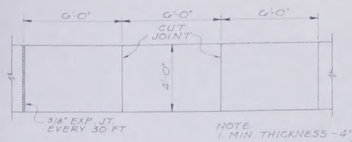
WALL PLAN
3/8"=1'-0"



RINGWALL REINFORCING ELEVATION
3/8" = 1'-0"

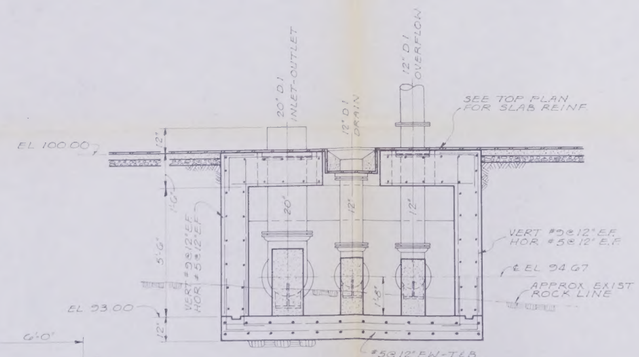

1" NON-SHRINK GROUT
1"x1" GREY VERTISEAL
40'-0" INSIDE DIA
4" COMPACTED OILED SAND CUSHION: USE 10 GAL #4 DIESEL OIL PER TON OF DRY CONC SAND-MIX IN ROTARY DRUM MIXER
SLOPE DOWN 1½" FROM CENTER OF TANK
EL 100.00
FIN GR (VARIES)
4" CRUSHED STONE
2" GALV PIPE (WEEP HOLES) 20' APART
5-#6 HOOPS E.F.
COMPACTED BACKFILL
ANCHOR BOLTS AS REQ'D BY TANK MFR
VERT #5@12" E.F.
38'-0" DIA
42'-0" DIA
EL 96.00
2'-0"
ROCK LINE
CLASS 'C' CONCRETE SUB-FOUNDATION

TYPICAL RINGWALL DETAIL
3/4"=1'-0"

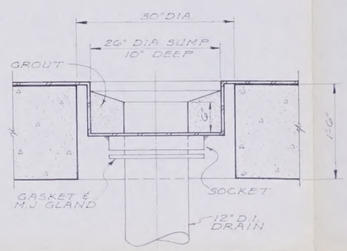


NOTE
1. MIN THICKNESS - 4"
2. PROVIDE EXP JTS. AT INTER. SECTIONS OF WALKS WITH OTHER STRUCTURES UNLESS OTHERWISE NOTED

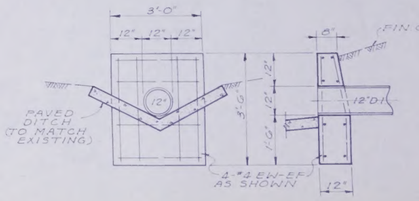
CONCRETE WALKWAY DETAIL
N.T.S.



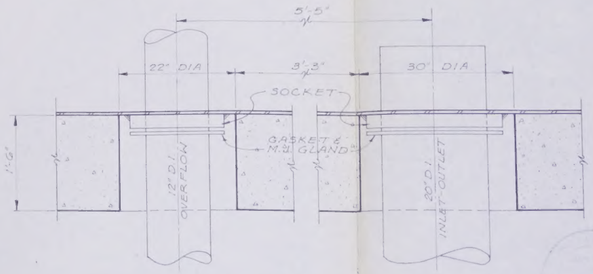
SECTION B-B
3/8"=1'-0"



DRAIN DETAIL
1"=1'-0"



HEADWALL DETAIL
N.T.S.



OVERFLOW & INLET - OUTLET DETAIL
1"=1'-0"

CITY OF ATHENS, GEORGIA
WATER WORKS IMPROVEMENTS

DETAILS OF FOUNDATIONS FOR 400,000 GALLON WASH WATER RESERVOIR

SCALE	WIEDEMAN AND SINGLETON ENGINEERS	SHEET
AS SHOWN	ATLANTA GEORGIA	1
DATE JAN. 1978		OF 1